REVISED

REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
January 27, 2026
AGENDA
6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND TERRY L. DAVIS, PASTOR, FIRST HYDE PARK M. B. CHURCH (WARD 3)**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST BY WIMBERLY REALTY PARTNERS, LP FOR GRAY DANIELS CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT. (BROWN, HORHN)**
3. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST BY WIMBERLY REALTY PARTNERS, LP FOR GRAY DANIELS CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT. (BROWN, HORHN)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

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

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-353 LOCATED AT 0 ROSSLYN AVE– PARCEL #119-353– $1,400.00. (WARD 3) (BROWN,HORHN)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., 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-25-1635 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 $1,395.00. (WARD 6) (BROWN, HORHN)**

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2745 PINE TREE DR. PARCEL 209-89 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (BROWN,HORHN)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE. PARCEL 611-141 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (BROWN,HORHN)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC 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-25-4248 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108-2-72 $1,395.00. (BROWN,HORHN) (WARD 3)**

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT**

BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, 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-25-4246 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108-2-76 $1,395.00. (BROWN,HORHN) (WARD 3)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., TO CUT GRASS AND WEEDS, 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-25-1961 LOCATED AT 1108 OAK GLEN PL. PARCEL #4858-576-499 $835.00. (BROWN, HORHN) (WARD 4)**

12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC.FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2719 PINE TREE DR. PARCEL 209-85 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (BROWN,HORHN)**

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND/OR SECURE STRUCTURE(S), CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND TO BOARD UP AND SECURE STRUCTURE, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1472 LOCATED AT 2039 EAST DR.– PARCEL #213-176– $1,470.00. (WARD 5) (BROWN,HORHN)**

14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-3060 LOCATED AT 2722 PINE TREE DR. PARCEL #209-35 $13,999.00. (WARD 5) (BROWN,HORHN)**

15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE**

ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116– $11,000.00. (WARD 3) (BROWN,HORHN)

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, 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-24-1996 LOCATED AT 4414 AZALEA DR– PARCEL #522-514– $785.00. (WARD 2) (BROWN,HORHN)**

17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1460 LOCATED AT 1435 WOODDELL DR. PARCEL #838-322 $2,200.00. (WARD 6) (BROWN,HORHN)**

18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1475 LOCATED AT 1819 EAST DR– PARCEL #213-139– $1,345.00 (WARD 5) (TEEUWISSEN, HORHN)**

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF 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 WIHCB CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1083 LOCATED AT 308 ALTA WOODS BLVD-PARCEL #213-207- $1,095.00. (WARD 5) (BROWN,HORHN)**

20. **ORDER ACCEPTING THE BID OF PUCKETT MACHINERY COMPANY FOR A COMPACT HYDRAULIC EXCAVATOR-CRAWLER, MOUNTED, CAT 336-08, WITH A FORTY-EIGHT MONTH OR 6,000-HOUR MAINTENANCE CONTRACT AND WARRANTY (BID NO. 76585-101425). (ANDERSON, HORHN)**

21. **ORDER AUTHORIZING THE MUNICIPAL CLERK AND CLERK OF COUNCIL TO PAY MEMBERSHIP DUES FOR VARIOUS ORGANIZATIONS NECESSARY TO THE PERFORMANCE OF THEIR DUTIES FOR THE CITY OF JACKSON. (HARRIS, HORHN)**

22. **APPROVAL OF THE JANUARY 13, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, GRIZZELL)**

INTRODUCTION OF ORDINANCES

23. **AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI, PROHIBITING THE UNAUTHORIZED TRANSPORT AND DROP-OFF OF UNHOUSED INDIVIDUALS INTO THE CITY OF JACKSON BY OUTSIDE MUNICIPALITIES, JAILS, MENTAL AND BEHAVIORAL HEALTH FACILITIES, NON-PROFIT ORGANIZATIONS, PRIVATE GROUPS, OR INDIVIDUALS; PROVIDING FOR COORDINATED ENFORCEMENT; AND FOR RELATED PURPOSES. (HARTLEY)**

24. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, IMPOSING A TEMPORARY MORATORIUM (180 DAYS) WITHIN WARD 5 ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR NEW OR EXPANDED COVERED UNHOUSING USES AND NEW BUILDINGS PRIMARILY FOR CHARITABLE FOOD DISTRIBUTION; PROVIDING LIMITED EXCEPTIONS, A TIME-LIMITED STUDY PERIOD, AND REPORTING REQUIREMENTS. (HARTLEY)**

ADOPTION OF ORDINANCE

25. **ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES. (CLAY)**

REGULAR AGENDA

26. **CLAIMS (CALDWELL, HORHN)**

27. **PAYROLL (CALDWELL, HORHN)**

28. **ORDER RATIFYING PAYMENT TO ROTO-ROOTER (INVOICE NO.: W559-378251223003) PURSUANT TO THE EMERGENCY DECLARATION FOR EMERGENCY SEWAGE MITIGATION SERVICES AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS. (JONES, HORHN)**

29. **ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CUMMINS, INC, D.B.A CUMMINS SALES AND SERVICE, INC., AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $34,851.77. (THOMAS, HORHN)**

30. **ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED**

FROM CLARKE POWER SERVICES, INC. AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $6,285.34. (THOMAS, HORHN)

31. **ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENT FOR LICENSE AND SERVICES IN THE AMOUNT OF $101,076.41, INVOICE #025-528492 PROVIDED BY TYLER TECHNOLOGIES FOR THE MUNICIPAL COURT INCODE SYSTEM. (SLATER, HORHN)**

32. **ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENTS FOR LICENSE AND SERVICES IN THE AMOUNT OF $394,205.06, INVOICE # CI100-00228741 PROVIDED BY TYLER TECHNOLOGIES, INC. FOR MUNIS, THE CITY'S FINANCIAL SYSTEM. (SLATER, HORHN)**

33. **ORDER RATIFYING THE USE OF TYLER TECHNOLOGIES DISASTER RECOVERY CONTENT MANAGER AND CASHIERING SOLUTION IN THE AMOUNT OF $135,050.33 INVOICE #045-537786. (SLATER, HORHN)**

34. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST BY WIMBERLY REALTY PARTNERS, LP FOR GRAY DANIELS CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT. (BROWN, HORHN)**

35. **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST BY WIMBERLY REALTY PARTNERS, LP FOR GRAY DANIELS CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT. (BROWN, HORHN)**

36. **ORDER AUTHORIZING THE PAYMENT OF $4,000.00 TO ADVANCE ENVIRONMENTAL CONSULTANTS, INC. FOR LEAD BASED PAINT INSPECTION AND LEAD BASED PAINT RISK ASSESSMENTS. (BROWN, HORHN)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE JACKSON REDEVELOPMENT AUTHORITY (JRA) RELATED TO THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM TO EXTEND THE PERIOD OF PERFORMANCE AND TO MODIFY THE FUNDING SOURCE FROM 2023 AND 2024 CDBG FUNDS TO THE CITY'S 2025 CDBG FUNDING ALLOCATION. (BROWN, HORHN)**

38. **RESOLUTION BETWEEN THE MADISON COUNTY BOARD OF SUPERVISORS, THE HINDS COUNTY BOARD OF SUPERVISORS, THE CITY OF JACKSON, THE CITY OF RIDGELAND, AND THE MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY (MCEDA) TO COMMENCE A REGIONAL PARTNERSHIP EFFORT DEDICATED TO THE IMPROVEMENT OF THE WEST COUNTY LINE**

TRANSPORTATION CORRIDOR. (D. MARTIN, HORHN)

39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC. FOR A STRUCTURAL AND FOUNDATION ASSESSMENT OF THE BUILDING LOCATED AT 545 NAKOMA DRIVE. (TEEUWISSEN,HORHN)**

40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 3 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM. (ANDERSON, HORHN)**

41. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRAY LOCAL MEDIA, INC. (WLBT-TV) FOR BEAUTIFICATION OF PROPERTY ADJACENT AND ACROSS FROM WLBT-TV. (ANDERSON, HORHN)**

42. **RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS TO THE JACKSON METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANTS AND COMMITTING MATCHING FUNDS FOR PROJECTS, IF AWARDED FEDERAL FUNDS. (ANDERSON, HORHN)**

43. **ORDER AUTHORIZING PAYMENT OF $6,282.00 TO LEE TAYLOR, JR. AS A FULL AND COMPLETE SETTLEMENT OF A CLAIM FOR PROPERTY DAMAGE AT 1108 CRAFT STREET. (D.MARTIN, HORHN)**

44. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI, PURSUANT TO SECTIONS 21-45-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, AND SECTIONS 17-13-1ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND FUNDING OF INFRASTRUCTURE IMPROVEMENTS RELATED TO THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025; AND FOR RELATED PURPOSES. (D.MARTIN, HORHN)**

45. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE USE OF ADVERTISEMENTS ON THE EXTERIOR AND INTERIOR OF JATRAN (JTRAN) TRANSPORTATION SERVICE. (STOKES)**

46. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HIRING ATTORNEY DESHUN T. MARTIN, AND MARTIN AND MARTIN, PA, ATTORNEYS & COUNSELORS AS INDEPENDENT SPECIAL COUNSEL FOR AND TO THE CITY COUNCIL OF JACKSON, MISSISSIPPI. (STOKES)**

DISCUSSION

47. **DISCUSSION: PUBLIC PROPERTY MAINTENANCE (TEEUWISSEN)**

48. **DISCUSSION: REV. DR. MARTIN LUTHER KING, JR. "THANK YOU" (STOKES)**

49. **DISCUSSION: PROSTITUTION (STOKES)**

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

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

2

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT.

WHEREAS, the public health, safety, or general welfare of the community may require that variances be granted in specific cases as outlined in Article II of the City of Jackson Code of Ordinances; and

WHEREAS, Gray-Daniels Chevrolet, the applicant herein, has requested a variance from the Sign Ordinance regulations to replace a one hundred and twenty (120) square foot damaged face of the existing nonconforming 47-foot-tall pylon sign within a C3 Zone, which allows Pylon Signs to be 35 feet in height; and

WHEREAS, pursuant to Section 102-40 of the Jackson Code of Ordinances, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing is relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, which such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

WHEREAS, on April 1, 2025, the City of Jackson received the Gray-Daniels Chevrolet application to replace the 120 square foot sign damaged face within a C-3 Zone, which is attached hereto and made a part of the minutes; and

WHEREAS, notice of the required public hearing was published in the Mississippi Link on December 18th, 2025, and December 25th, 2025, and the hearing was held on January 27th, 2026; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

Agenda Item No. 2
January 27, 2026
(Brown, Horhn)

2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from the actions of the applicant;
4. Granting the variance requested will not confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district; and
5. Within 15 days of receipt of a completed sign variance application, the Signs and License Division manager or their designee must prepare a written recommendation for approval or denial. Upon completion of the recommendation, the Signs and License Division manager or their designee must notify the applicant of the recommendations and allow the applicant two weeks to respond before the Signs and License Division manager or their designee places the sign variance request application with the recommendation for approval or denial on the city council agenda. Council shall then, by regular or special called meeting, conduct a public hearing in which interested parties and the general citizenry shall have an opportunity to be heard.

WHEREAS, the Department of Planning and Development, Signs and License Division, recommends that the governing authority for the City of Jackson approve the Gray-Daniels Chevrolet sign variance request. A copy of said recommendation is attached and made part of the minutes.

IT IS THEREFORE ORDERED that Gray-Daniel Chevrolet is approved for a variance from the Sign Ordinance regulations to erect a thirty-two (32) square foot ground sign at seven and a half feet in height within a Neighborhood Mixed Use 1 Zone.

IT IS FURTHER ORDERED that City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested will not confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district.

ITEM# _____

AGENDA DATE: _____

BY (Teeuwissen Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date 10/10/25

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4,6
3.	**Who will be affected**	
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	6060 I-55 N Jackson, MS 39211
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	City of Jackson DEPARTMENT OF PLANNING AND DEVELOPMENT
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Department of Planning & Development

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Mayor John Horhn

From: Department of Planning and Development

Date: October 10, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an order approving and denying the sign variance request for Gray Daniel Chevrolet to replace the 120 -square-foot damaged face of the existing non-conforming 47-foot-tall pylon sign within a C-3 zone that only allows pylon signs to be 35 feet in height.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFIRMING 47 FOOT TALL PYLON SIGNS WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — **Date** 11/21/26

Sondra Moncure, *Special Assistant* S.M.

Megan Bennett, *Deputy City Attorney*

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF PLANNING AND DEVELOPMENT

April 9, 2025

Gray Daniels Chevrolet

6060 I-55 N.

Jackson MS 39211

Re: Gray Daniel Chevrolet Sign Variance Application

Dear Ms. Amy Andrews

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Gray Daniels Chevrolet located at 6060 I-55 N.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Gray Daniels Chevrolet is requesting to replace the 120 square foot damaged face of the existing nonconforming 47 foot tall pylon sign within a C-3 Zone that only allow pylon signs to be 35 feet in height.

The staff's recommendation, to the City Council will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at 601-960-1154.

Sincerely,

Terry Coleman

Terry Coleman, Manager

Signs & License Division

200 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017

www.jacksonms.gov

Wimberely Realty Partners, LP

December 2, 2024

Variance Location:
Gray Daniels Chevrolet
6060 I-55 N
Jackson, MS 39211

Re: Sign Variance Request

Wimberly Realty Partners LP (Property Owner) is requesting for Rainbow Signs to handle a sign variance to allow a cracked face to be replaced on an existing pylon.
Currently the sign is at 47' OAH with a face size of 11'x14'.
Our concern is losing visibility if the sign is lowered to 35' and how the change would affect future business.
Please consider our request to leave the sign as is and replace the damaged faces.
Thank you!

Agent

Wimberly Realty Partners LP

MAR 18 2025

2711 Sackett Street, Houston, Texas 77098 713-418-7274

APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET - JACKSON, MS 39201
601.960.1154

DATE RECEIVED IN OFFICE

CONTRACTOR/ERECTOR	LOCATION/ADDRESS OF SIGN
Name Rainbow Signs	Business Name Gray Daniels Chevrolet
Address 337 Hwy 80 W	Business Address 6060 I-55 N
City Jackson State MS Zip 39201	Owner's Name Wimberley Realty ★
Phone 601-353-7711	Phone 601-206-5904
Bonded and Insured Yes ☒ No ☐	Privilege License # BL-33783
City of Jackson Privilege License # BL-42800	

GROUNDED-MOUNTED	BUILDING-MOUNTED	TYPE OF LIGHTING
Overall Height 47'	Height	Internal ☒ External ☐
Height 12'	Length	UL# N/A
Length 10'	Square Footage	Sign Material Type Lexan
Square Footage 120	Wall Area	
Wind Pressure		
Billboard ☐		

WORDING ON SIGN(S)

Gray Daniels Chevrolet

ZONING CLASS: C-3

Date Inspected:

APPROVED ☐

DISAPPROVED ☐

Temporary Banner ☐ Plot Drawings ☒ Sign Drawings ☒

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Applicant's Signature — Date 3/31/25

Sign and License Division Manager

THE CITY OF JACKSON MISSISSIPPI

DEPARTMENT OF PLANNING AND DEVELOPMENT

April 9, 2025

Gray Daniels Chevrolet

6060 I-55 N.

Jackson MS 39211

Re: Gray Daniel Chevrolet Sign Variance Application

Dear Ms. Amy Andrews

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Gray Daniels Chevrolet located at 6060 I-55 N.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Gray-Daniels Chevrolet is requesting to replace the 120 square foot damaged face of the existing nonconforming 47 foot tall pylon sign within a C-3 Zone that only allow pylon signs to be 35 feet in height.

The staff's recommendation, to the City Council will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at 601-960-1154.

Sincerely,

Terry Coleman, Manager

Signs & License Division

200 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017

www.jacksonms.gov

Wimberely Realty Partners, LP

December 2, 2024

Variance Location:
Gray Daniels Chevrolet
6060 I-55 N
Jackson, MS 39211

Re: Sign Variance Request

Wimberly Realty Partners LP (Property Owner) is requesting for Rainbow Signs to handle a sign variance to allow a cracked face to be replaced on an existing pylon.
Currently the sign is at 47' OAH with a face size of 11'x14'.
Our concern is losing visibility if the sign is lowered to 35' and how the change would affect future business.
Please consider our request to leave the sign as is and replace the damaged faces.
Thank you!

Agent

Wimberly Realty Partners LP

RECEIVED
MAR 18 2025

2711 Sackett Street, Houston, Texas 77098 713-418-7274

APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET - JACKSON, MS 39201
601.960.1154

DATE RECEIVED IN OFFICE

CONTRACTOR/ERECTOR	LOCATION/ADDRESS OF SIGN
Name Rainbow Signs	Business Name Gray Daniels Chevrolet
Address 337 Hwy 80 W	Business Address 6060 I-55 N
City Jackson State MS Zip 39209	Owner's Name Wimberley Realty
Phone 601 353-7711	Phone 601-206-5904
Bonded and Insured Yes ☒ No ☐	Privilege License # BL-33783
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Billboard ☐		

WORDING ON SIGN(S)

Gray Daniels Chevrolet

ZONING CLASS: C-3

Date Inspected:

APPROVED ☐

DISAPPROVED ☐

Temporary Banner ☐ Plot Drawings ☒ Sign Drawings ☒

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Applicant's Signature — Date: 3/31/25

Sign and License Division Manager

MAR 18 2025

FOR OFFICE USE ONLY
CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6060 I-55 N
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

current ordinance will not allow cracked pylon face to be replaced unless lowered.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? NO **If yes, please attach copies**

V. What is the Zoning classification of property? C-3
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Gray Daniels Chevrolet

Mailing Address: 6060 I-55 N

City: Jackson **State:** MS **Zip:** 39211

Contact Phone: 601-353-7711 **Fax:**

Email: amy@rainbow-signs.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Amy Andrews - Rainbow Signs

Mailing Address: 337 Hwy 80 W

City: Jackson State: MS Zip: 39201

Contact Phone: 601-353-7711 Fax:

Email: amy@rainbow-signs.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Wimberly Realty Partners

Mailing Address: 2711 Sackett St.

City: Houston State: TX Zip: 77098

Email: N/A Phone# 713-418-7274

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

✓ Variance(s) $450.00

MAR 18 2025

DECLARATION:
By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

Daniel E Klaes .

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

6060 I -55 N **Jackson, Mississippi**

On this the 29 day of January, 2025.

STATE OF ~~MISSISSIPPI~~ TEXAS
COUNTY OF ~~HINDS~~ HARRIS

Personally came and appeared before me, the within named:

Daniel E K DANIEL EARL KLAES

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29TH

Day of January, 2025.

MY COMMISSION EXPIRES:
10/04/2028

NOTARY PUBLIC

GERARD PEREZ
Notary Public, State of Texas
My Comm. Exp. 10-04-2028
ID No. 13067111-0

FEE

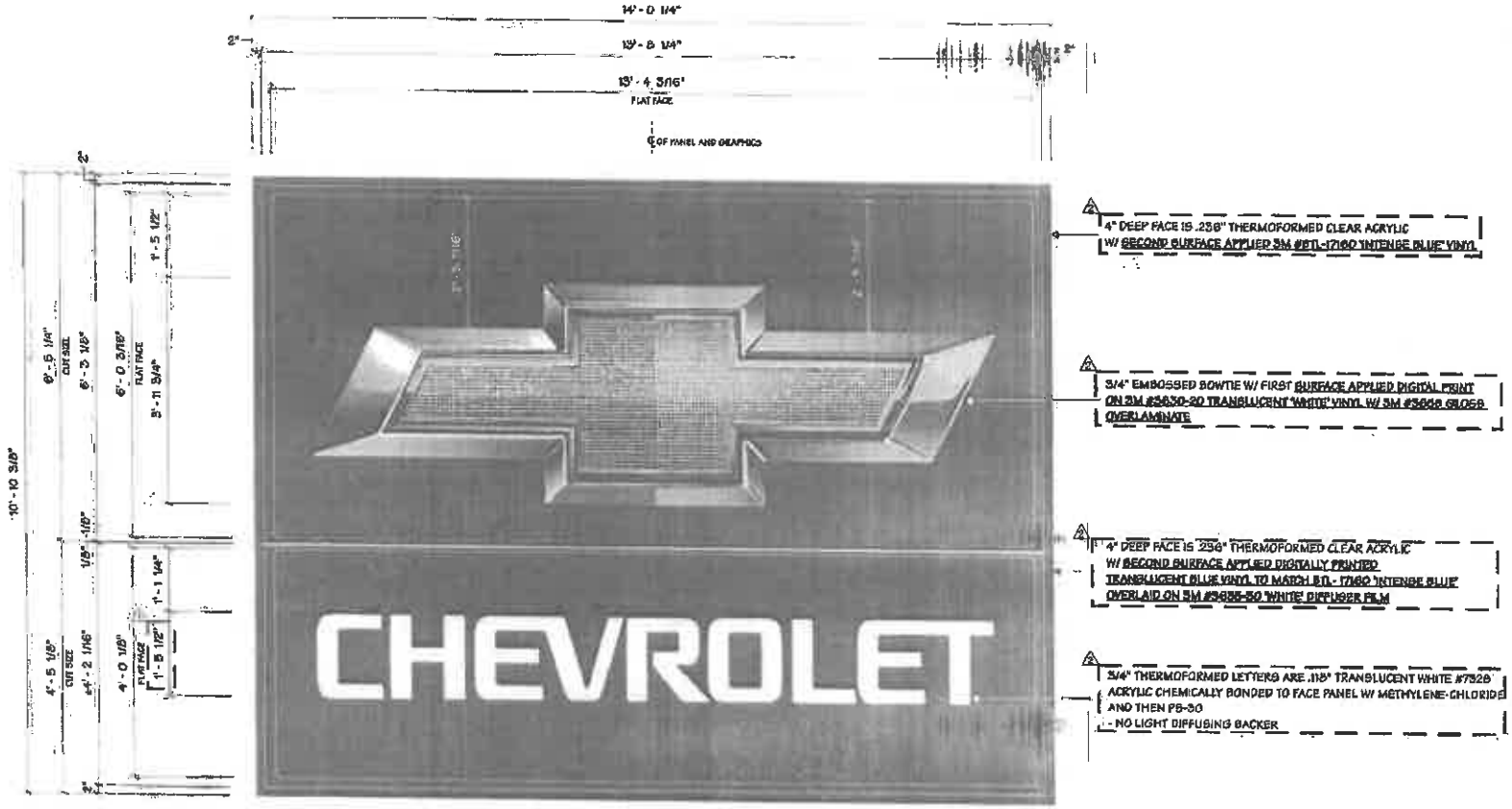
MAR 18 2025

SIGN AN

MAR 16 2009

MAR 18 2025

3/18/25



1 SCALED GRAPHIC LAYOUT
1/2" = 1'-0"

RECEIVED
MAR 18 2024 2025

AGI

Project Title
GENERAL MOTORS

Date 03.06.14
AGI Est M. ALAMELDIN
Lead Drafter NJC
Drawn By NJC
Project Mgr. K. TAURCHER

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐
☐ Non-Illuminated
■ Illuminated
_____ Volts _____ Amps (+/-
Location
Wind load

Drawing Revisions

Drawn By	Date	Change
NJC	09.23.14	DIMENSION CHANGE
NJC	03.06.15	CALLOUT UPDATE

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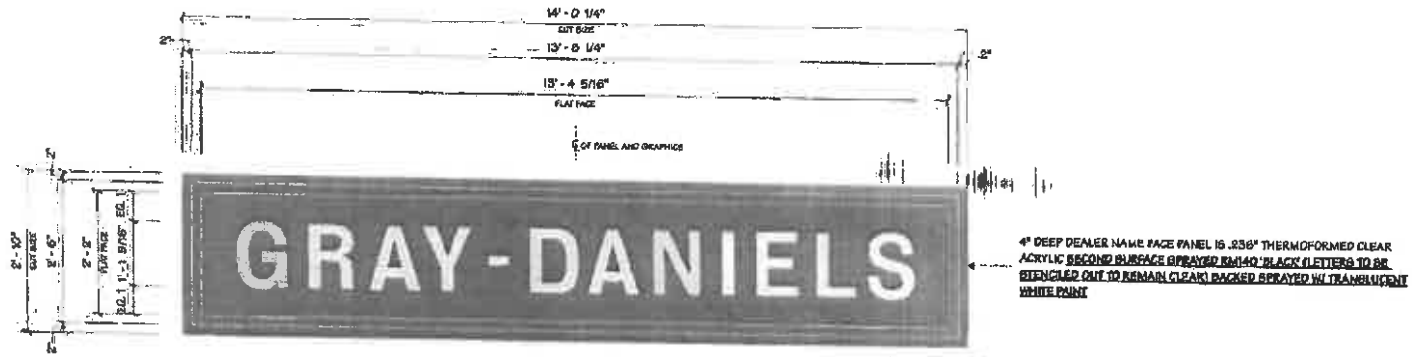
Code 14267
Type C
Sign Type QM-P245-PPANEL-CS
PG # 1

2555 International Parkway
Virginia Beach, VA 23452



4" DEEP DEALER NAME FACE PANEL IS .236" THERMOFORMED CLEAR ACRYLIC SECOND SURFACE SPRAYED RM140 "BLACK (LETTERS TO BE STENCILED OUT TO REMAIN CLEAR) BACKED SPRAYED W/ TRANSLUCENT WHITE PAINT

1/3 SCALED GRAPHIC LAYOUT
1/2" = 1' - 0"

RECEIVED
MAR 18 2024 2025
BASE DIVISION

DEALER NAME:
GRAY-DANIELS CHEVROLET

2535 International Parkway
Virginia Beach, VA 23452

AGI

Project Title
GENERAL MOTORS

Date 07.21.14

AGI EOR M. ALAMELDIN
Lead Drafter NJC
Drawn By SBN
Project Mgr. K. TAUSCHER

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐ _____
☐ Non-Illuminated
■ Illuminated
_____ Volts _____ Amps (+/-)
Location _____
Windload _____

Drawing Revisions
Drawn By / Date / Change

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Code 313898
Type C
Sign Type P-245-DNP
PG # 1

GM126-313898-003-GM-P245-DPANEL-GRAY-DANIELS
Wednesday, April 19, 2023 10:11:38 AM

THE CITY OF
JACKSON
MISSISSIPPI

NOTICE OF PUBLIC HEARING
CITY OF JACKSON, MISSISSIPPI
SIGN VARIANCE FOR GRAY DANIELS CHEVROLET

THE JACKSON CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON THE SIGN VARIANCE FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-COMFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT TO RECEIVE CITIZEN INPUT IS SCHEDULED FOR TUESDAY, JANUARY 27, 2026 AT 6:00 P.M. IN COUNCIL CHAMBERS AT THE CITY HALL BUILDING, 219 SOUTH PRESIDENT STREET, JACKSON, MS, 39201. INTERESTED CITIZENS ARE ENCOURAGED TO ATTEND. PLEASE CONTACT THE SIGNS & LICENSE DIVISION (601) 960-1154 FOR MORE INFORMATION.

Mississippi Link
December 26, 2025 through January 9, 2026

3

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT.

WHEREAS, the public health, safety, or general welfare of the community may require that variances be granted in specific cases as outlined in Article II of the City of Jackson Code of Ordinances; and

WHEREAS, Wimberly Realty Partners LP, the applicant herein, has requested a variance from the Sign Ordinance regulations to replace the 120 square foot damaged face of the existing nonconforming 47-foot-tall pylon sign within a C3 Zone, which allows Pylon Signs to be 35 feet in height; and

WHEREAS, pursuant to Section 102-40: Request for Variance, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing is relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, which such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

WHEREAS, on April 1, 2025, the City of Jackson received the Gray Daniels Chevrolet application to replace the 120 square foot sign damaged face within a C-3 Zone, which is attached hereto and made a part of the minutes; and

WHEREAS, notice of the required public hearing was published in the Mississippi Link on December 18th, 2025, and December 25th, 2025, and the hearing was held on January 27th, 2026; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

Agenda Item No. 3
January 27, 2026
(Brown, Horhn)

2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance
3. The special conditions and circumstances do not result from the actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district; and
5. Within 15 days of receipt of a completed sign variance application, the signs and license division manager of his/ her designee shall prepare a written recommendation for approval or denial. At the time, the signs and license division manager or his/her designee shall notify the applicant of the recommendations to allow two weeks to respond before the signs and license division manager or his/her designee places the sign variance request application with the recommendation for approval or denial on the city council agenda. Council shall then, by regular or special called meeting, conduct a public hearing in which interested parties and the general citizenry shall have an opportunity to be heard.

WHEREAS, the Department of Planning and Development, Signs and License Division, recommends that the governing authority for the City of Jackson deny the Gray-Daniels Chevrolet sign variance request. A copy of said recommendation is attached and made part of the minutes.

IT IS THEREFORE ORDERED that Gray Daniel Chevrolet is ***(denied)*** a variance from the Sign Ordinance regulations to erect a 32 sq. ft. ground sign at 7 ½. In height within a Neighborhood Mixed Use 1 Zone which allows a total of 15 sq. ft. for monument signs.

IT IS FURTHER ORDERED that City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested will confer upon the applicant any special privilege that the Sign Ordinance denies to other similar lands, structures, or buildings in the same district.

ITEM# _____

AGENDA DATE: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date 05/20/25

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4,6
3.	**Who will be affected**	
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	6060 I-55 N Jackson, MS 39211
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	City of Jackson DEPARTMENT OF PLANNING AND DEVELOPMENT
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes __ no __ N/A __ AABE _____% WAIVER yes __ no __ N/A __ WBE _____% WAIVER yes __ no __ N/A __ HBE _____% WAIVER yes __ no __ N/A __ NABE _____% WAIVER yes __ no __ N/A __

Department of Planning & Development

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor John Horhn

From: Department of Planning and Development

Date: October 10, 2025

Subject: Agenda Item for City Council Meeting

Attached you will find an order approving and denying the sign variance request for Gray Daniel Chevrolet to replace the 120 square foot damaged face of the existing non-conforming 47 foot tall pylon sign within a C-3 zone that only allows pylon signs to be 35 feet in height.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-CONFIRMING 47 FOOT TALL PYLON SIGNS WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — **Date** 1/21/26
Sondra Moncure, *Special Assistant* S.M.
Megan Bennett, *Deputy City Attorney*

THE CITY OF JACKSON MISSISSIPPI

DEPARTMENT OF PLANNING AND DEVELOPMENT

April 9, 2025

Gray Daniels Chevrolet

6060 I-55 N.

Jackson MS 39211

Re: Gray Daniel Chevrolet Sign Variance Application

Dear Ms. Amy Andrews

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Gray Daniels Chevrolet located at 6060 I-55 N.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Gray Daniels Chevrolet is requesting to replace the 120 square foot damaged face of the existing nonconforming 47 foot tall pylon sign within a C-3 Zone that only allow pylon signs to be 35 feet in height.

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Sincerely,

Terry Coleman

Terry Coleman, Manager

Signs & License Division

200 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017

www.jacksonms.gov

Wimberely Realty Partners, LP

December 2, 2024

Variance Location:
Gray Daniels Chevrolet
6060 I-55 N
Jackson, MS 39211

Re: Sign Variance Request

Wimberly Realty Partners LP (Property Owner) is requesting for Rainbow Signs to handle a sign variance to allow a cracked face to be replaced on an existing pylon.
Currently the sign is at 47' OAH with a face size of 11'x14'.
Our concern is losing visibility if the sign is lowered to 35' and how the change would affect future business.
Please consider our request to leave the sign as is and replace the damaged faces.
Thank you!

Agent

Wimberly Realty Partners LP

MAR 18 2025

2711 Sackett Street, Houston, Texas 77098 713-418-7274

APPLICATION FOR SIGN PERMIT
CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET - JACKSON, MS 39201
601.960.1154

DATE RECEIVED IN OFFICE

CONTRACTOR/ERECTOR	LOCATION/ADDRESS OF SIGN
Name Rainbow Signs	Business Name Gray Daniels Chevrolet
Address 337 Hwy 80 W	Business Address 6060 I-55 N
City Jackson State MS Zip 39201	Owner's Name Wimberley Realty
Phone 601.353-7711	Phone 601-206-5904
Bonded and Insured Yes ☒ No ☐	Privilege License # BL-33783
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Billboard ☐		

WORDING ON SIGN(S)	ZONING CLASS: C-3
Gray Daniels Chevrolet	Date Inspected:
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	DISAPPROVED ☐
Temporary Banner ☐ Plot Drawings ☒ Sign Drawings ☒	

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Applicant's Signature — Date 3/31/25

Sign and License Division Manager

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF PLANNING AND DEVELOPMENT

April 9, 2025

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6060 I-55 N.

Jackson MS 39211

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Sincerely,

Terry Coleman, Manager

Signs & License Division

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www.Jacksonms.gov

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CITY OF JACKSON
DEPARTMENT OF PLANNING AND DEVELOPMENT
SIGN AND LICENSE DIVISION
200 S. PRESIDENT STREET - JACKSON, MS 39201
601.960.1154

DATE RECEIVED IN OFFICE

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City Jackson State MS Zip 39209	Owner's Name Wimberley Realty-A
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Square Footage 120	Wall Area	
Wind Pressure		
Billboard ☐		

WORDING ON SIGN(S)

Gray Daniels Chevrolet

ZONING CLASS: C3

Date Inspected:

APPROVED ☐

DISAPPROVED ☐

Temporary Banner ☐ Plot Drawings ☒ Sign Drawings ☒

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Applicant's Signature

3/31/25
Date

Sign and License Division Manager

MAR 18 2025

FOR OFFICE USE ONLY

CASE NO.: _____

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 6060 I-55 N
Jackson, MS 39211

II. Purpose for requested Sign Variance: (Brief Description)

current ordinance will not allow cracked pylon face to be replaced unless lowered

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO
If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? NO **If yes, please attach copies**

V. What is the Zoning classification of property? C-3
If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Gray Daniels Chevrolet

Mailing Address: 6060 I-55 N

City: Jackson State: MS Zip: 39211

Contact Phone: 601-353-7711 Fax:

Email: amy@rainbow-signs.com

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Amy Andrews - Rainbow Signs

Mailing Address: 337 Hwy 80 W

City: Jackson State: MS Zip: 39201

Contact Phone: 601-353-7711 Fax: _____

Email: amy@rainbow-signs.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Wimberly Realty Partners

Mailing Address: 2711 Sackett St.

City: Houston State: TX Zip: 77098

Email: N/A Phone# 713-418-7274

IX. APPLICATION FEE SCHEDULE: *fees are non-refundable after public hearing

✓ Variance(s) $450.00

MAR 18 2025

DECLARATION:
By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

Daniel E Klaes

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

6060 ± -55 N **Jackson, Mississippi**

On this the 29 day of January, 20 25.

STATE OF ~~MISSISSIPPI~~ TEXAS
COUNTY OF ~~HINDS~~ HARRIS

Personally came and appeared before me, the within named:

Daniel E K DANIEL EARL KLAES

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29TH

Day of January, 2025.

MY COMMISSION EXPIRES:
10/04/2028

NOTARY PUBLIC

GERARD PEREZ
Notary Public, State of Texas
My Comm. Exp. 10-04-2028
ID No. 13067111-0

FEE

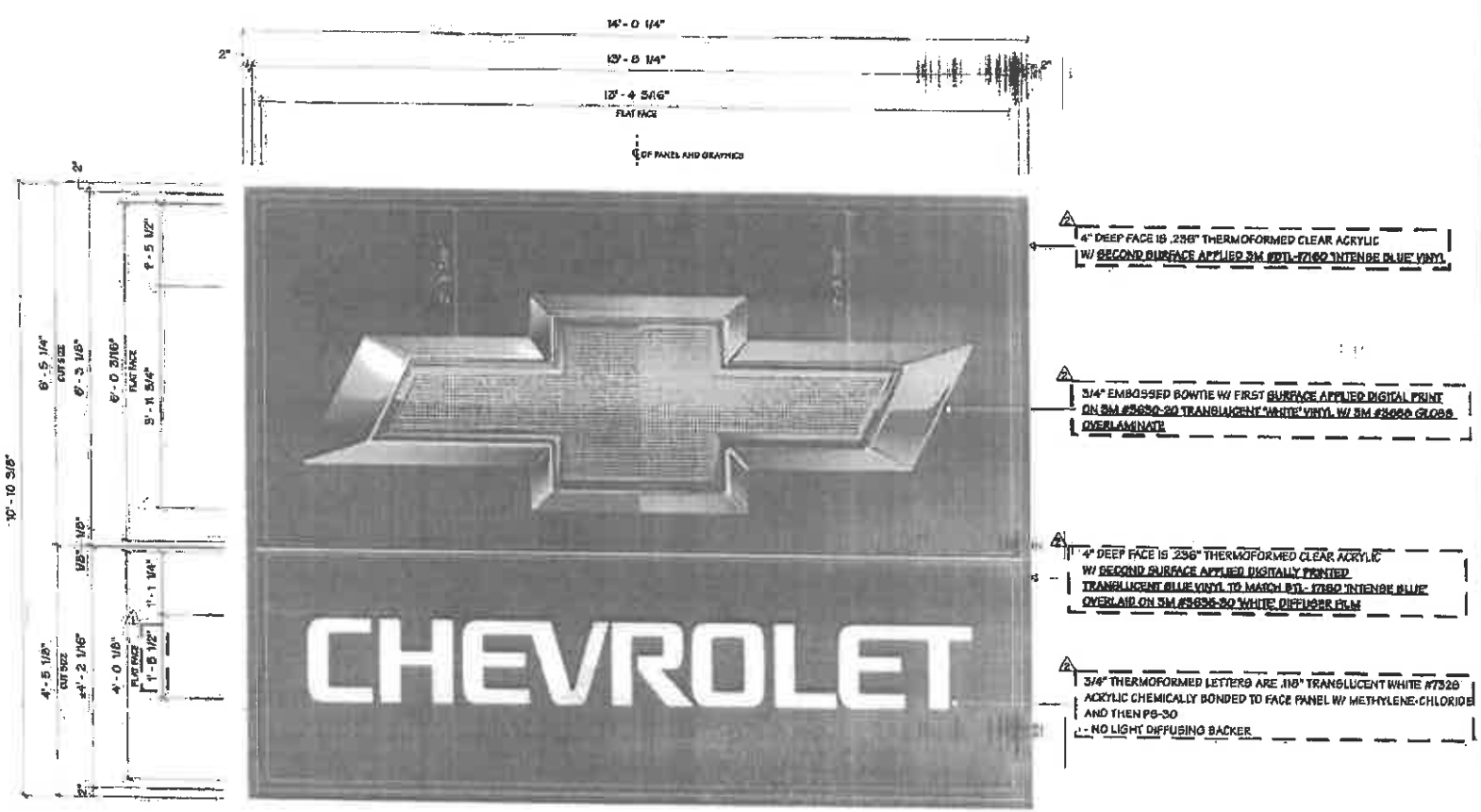
MAR 18 2025

SIGN AN

CHEVROLET
GARY DANIELS
Google

RECEIVED
MAR 18 2025 @ 3/18/25

SIGNATURE



1 SCALED GRAPHIC LAYOUT
1/2" = 1'-0"

RECEIVED
MAR 18 2024

2025

AGI

Project Title
GENERAL MOTORS

Date 09.06.14
AGI Exh M. ALAMELDIN
Lead Drafter NJC
Drawn By NJC
Project Mgr. K. TAUSCHER

General Sign Specifications
☐ Interior ■ Exterior
☐ Single Faced ■ Double Faced
☐
☐ Non-Illuminated
■ Illuminated
_____ Volts _____ Amps/-
Location
Windload

Drawing Revisions		
Drawn By	Date	Change
NJC	09.06.14	DIMENSION CHANGE
NJC	05.08.19	CALLOUT UPDATE

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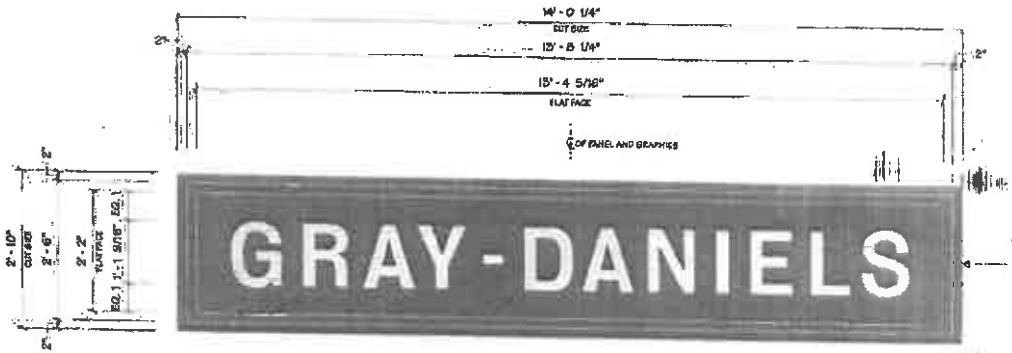
Code 14267
Type C
Sign Type GM-P245-PPANEL-CS
PG # 1

2550 International Parkway
Virginia Beach, VA 23452



4" DEEP DEALER NAME FACE PANEL IS .236" THERMOFORMED CLEAR ACRYLIC SECOND SURFACE SPRAYED RM140 'BLACK' (LETTERS TO BE STENCILED OUT TO REMAIN CLEAR) BACKED SPRAYED W/ TRANSLUCENT WHITE PAINT

1 SCALED GRAPHIC LAYOUT
1/2" = 1' - 0"

AGI

Project Title
GENERAL MOTORS

Date 07.21.14

AGI Con M. ALANELDIN
Lead Drafter NJC
Drawn By SRN
Project Mgr. K. TAUSCHER

General Sign Specifications
☐ Interior ☒ Exterior
☐ Single Faced ☒ Double Faced
☐ ____
☐ Non-Illuminated
☒ Illuminated
_____ Volts _____ Amps(+/-)
Location _____
Windload _____

Drawing Revisions
Drawn By | Date | Change

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Code 313898 | Type C
Sign Type P-245-DNP | PG # 1
2855 International Parkway Virginia Beach, VA 23452

RECEIVED
MAR 18 2024 2025
LICENSE DIVISION

DEALER NAME:
GRAY-DANIELS CHEVROLET

GM(00-313898-002-GM-P245-DNPANEL-GRAY-DANIELS
Wednesday, April 19, 2023 10:11:39 AM

THE CITY OF
JACKSON
MISSISSIPPI

NOTICE OF PUBLIC HEARING
CITY OF JACKSON, MISSISSIPPI
SIGN VARIANCE FOR GRAY DANIELS CHEVROLET

THE JACKSON CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON THE SIGN VARIANCE FOR GRAY DANIEL CHEVROLET TO REPLACE THE 120 SQUARE FOOT DAMAGED FACE OF THE EXISTING NON-COMFORMING 47 FOOT TALL PYLON SIGN WITHIN A C-3 ZONE THAT ONLY ALLOWS PYLON SIGNS TO BE 35 FEET IN HEIGHT TO RECEIVE CITIZEN INPUT IS SCHEDULED FOR TUESDAY, JANUARY 27, 2026 AT 6:00 P.M. IN COUNCIL CHAMBERS AT THE CITY HALL BUILDING, 219 SOUTH PRESIDENT STREET, JACKSON, MS, 39201. INTERESTED CITIZENS ARE ENCOURAGED TO ATTEND. PLEASE CONTACT THE SIGNS & LICENSE DIVISION (601) 960-1154 FOR MORE INFORMATION.

Mississippi Link
December 26, 2025 through January 9, 2026

5

S.M.

1/9/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-353 LOCATED AT 0 ROSSLYN AVE– PARCEL #119-353– $1,400.00 (WARD 3) (TEEUWISSEN, HORHN)

WHEREAS, the State of Mississippi received 0 Rosslyn Ave. due to delinquent taxes; and

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

WHEREAS, on August 13, 2025 the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-353 located at 0 Rosslyn Ave. parcel #119-353 in Ward 3 of the City of Jackson; and

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

WHEREAS, based on stated requirements, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and through its representative, Donald Jones, and agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health, safety, and welfare for 0 Rosslyn Ave. parcel 119-353 for the sum of $1,400.00; 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 $1,400.00.

SECTION 2 - COMPENSATION:

Agenda Item No. 5
January 27, 2026
(Brown, Horhn)

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

provide the city with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the vendor (i) shall violate any substantial provision of this contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the

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

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

A. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

E. If the vendor fails to perform any of its obligations under the contract, the city may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the contract until vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this contract upon giving three (3) days' written notice of vendor's failure to comply with the terms of the Contract concerning time for performance;
3. Debar vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions on the property located at 0 Rosslyn Ave., 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 $1,400.00 shall be paid to Jones Landscape and Contractor Services, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/1/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,400.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John Horhn, Mayor

From: CAO, Pieter Teeuwissen
Department of Planning and Development

Date: 12/2/2025

Re: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-353

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.
1/9/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO 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-25-353 LOCATED AT 0 ROSSLYN AVE– PARCEL #119-353– $1,400.00** is legally sufficient for placement in NOVUS Agenda.

11/14/26

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

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Drive Jackson, MS 39212, and (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,400.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Drive Jackson, Mississippi 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

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

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

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #119-353** bearing the **physical address** of **0 ROSSLYN AVE** legally E ½ LOT 2 & 40 FT W/S LOT 3 BLK 206 COUNTRY CLUB PLACE for **Case #CE-25-353**:

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

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 2, 2025

CASE NO: CE-25-353

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

LOCATION: 0 Rosslyn Ave.

MAP / PARCEL: 119-353

SCOPE OF WORK: **Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.**

PRE-WORK INSPECTION PERFORMED **DATE**

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

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

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

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

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$1400.00**

Michael Watson
SECRETARY OF STATE

August 13, 2025

Samantha Graves
Code Enforcement Officer
City of Jackson
P O Box 17
Jackson, MS 39205-0017

TAX PARCEL NUMBER: 119-353 Case No. CE-25-353
E 1/2 LOT 2 & 40 FT W/S LOT 3 BLK 206 COUNTRY CLUB PLACE P# 119-353
ROSSLYN AVE., JACKSON, MS, HINDS COUNTY, MS

TAX PARCEL NUMBER: 119-354 Case No. CE-25-354
10 FT E/S LOT 3 LOT 4 & 5 FT W/S LOT 5 BLK 206 COUNTRY CLUB PLACE
JD1
ROSSLYN AVE., JACKSON, MS, HINDS COUNTY, MS

TAX PARCEL NUMBER: 119-390 Case No. CE-25-385
LOT 3 BLK 216 COUNTRY CLUB PLACE
126 WESTON ST., JACKSON, MS, HINDS COUNTY, MS

CONSENT TO ENTRY ON STATE OWNED PROPERTY

Permission is hereby granted to the City of Jackson Community Improvement Division and Contractors to enter upon the above-described property currently owned by the State of Mississippi for the purposes of cutting the grass, weeds and cleaning at ***no cost*** to the Secretary of State.

The record indicates that the property is held by the State of Mississippi. The State makes no representation as to the safety or the absence of hazardous conditions on the property. In accepting this grant of permission to enter the property for the limited purposes set forth above, the City of Jackson Community Improvement Division and Contractors, assumes all risk of injury, including death that may result from the permitted activities on or in connection with the above described property and agrees to indemnify and hold harmless the State of Mississippi, Secretary of State, it's officers and employees from any claims, or suits for damages or injury to person or property, including reasonable cost, any attorney's fees resulting from or in any way connected to purchasers entry and activity upon said property.

This permission to enter may be terminated and/or revoked and shall automatically be terminated and revoked upon sale of the above-described property by the State. ***Once complete, please notify our office as soon as possible so that we may update our records.***

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,

WILLIAM G. CHENEY, JR.
Assistant Secretary of State
Public Lands Division TH

6

S.M. 1/8/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., 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-25-1635 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 $1,395.00 (HORHN, TEEUWISSEN) (WARD 6)

WHEREAS, the State of Mississippi received 3043 Lakewood Dr. due to delinquent taxes; and

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

WHEREAS, on November 26, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-1635 located at 3043 Lakewood Dr. parcel #628-376 in Ward 6 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid through Donald Jones and agreed 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 3043 Lakewood Dr. for the sum of $1,395.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,395.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No. 6
January 27, 2026
(Brown, Horhn)

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald M Jones 3172 Bilgary Dr Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Jones Landscape and Contractor Services, LLC to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3043 Lakewood Dr. 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 $1,395.00 shall be paid to Jones Landscape and Contractor Services, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/1/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 6
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,395.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	General Funding (001-444-70-6447)
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: Department of Planning and Development

Date: **1/8/2026**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-1635.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M. 1/8/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., TO 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-25-1635 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 $1,395.00** is legally sufficient for placement in NOVUS Agenda.

1/14/26

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 628-376 bearing the physical address of 3043 Lakewood Dr. in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed **$1,395.00**.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John 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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

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

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

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

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

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 628-376 bearing the **physical address of** 3043 Lakewood Dr.legally described as LOT 8 BLK R OAK FOREST SUBN PT 6 MATURED FOR 2022 TAXES for **Case #** CE-25-1635:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

Michael Watson
SECRETARY OF STATE

November 26, 2025

Samantha Graves
Community Improvement Division
City of Jackson
PO Box 17
Jackson, MS 39205-0017

RE: Tax Parcel Number: 616-128 **Case No. CE – 25-4403**
LOT 1 & TRI N/S LOT 2 BLK B EAST OAK FOREST SUB PT 1
0 REVERE ST., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 628-376 **Case No. CE – 25-1635**
LOT 8 BLK R OAK FOREST SUBN PT 6
3043 LAKEWOOD DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 628-441 **Case No. CE – 24-1701 (Demolition)**
LOT 27 BLK R OAK FOREST SUB PT 8
3043 LAKEWOOD DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 838-322 **Case No. CE – 24-1460**
LOT 17 BLK A OAK FOREST SUBN PT 17
1435 WOODDELL DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 4858-576-499 **Case No. CE – 25-1961**
LOT 299 BROOKHOLLOW PLACE PT VIII
1108 OAK GLEN PL., JACKSON, MS HINDS COUNTY MS

Michael Watson
SECRETARY OF STATE

November 26, 2025

Dear Ms. Graves:

The State of Mississippi claims ownership of the above-described parcels through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- **The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.**

- **We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.**

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,

WILLIAM G. CHENEY, JR.
Assistant Secretary of State
Lands Division - TH

7

S.M. 1/7/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2745 PINE TREE DR. PARCEL 209-89 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

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 an administrative hearing held on July 9, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; 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, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST Project: 2745 Pine Tree Dr Parcel 209-89 for the sum of $17,830.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address at 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 $17,830.00.

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

Agenda Item No. 7
January 27, 2026
(Brown, Horhn)

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 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

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects,

the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish the 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 2745 Pine Tree Dr., which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $17,830.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/4/2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$17,830.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **CAO, Pieter Teeuwissen**
Department of Planning and Development

Date: **12/4/2025**

Re: **Agenda Item**

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

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-1058

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M. 1/7/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2745 PINE TREE DR. PARCEL 209-89 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

11/6/26

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

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

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

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 209-89 bearing the physical address of 2745 Pine Tree Drive in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 – LABOR AND MATERIALS

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

$17,830.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

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

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

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

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

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

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

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

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 209-89** bearing the **physical address** of **2745 Pine Tree Drive** legally described as **LOT 39 BLK E PINE HILLS SUBN** for **Case # CE-24-1058** :

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

THE CITY OF
JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 4, 2025

CASE NO: CE-24-1058

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

LOCATION: 2745 Pine Tree Drive

MAP / PARCEL: 209-89

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

_____ _____
PRE-WORK INSPECTION PERFORMED DATE

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

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

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

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

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: $17,830.00

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

Code Enforcement
City of Jackson

Community Improvement
Post Office Box 17
Jackson, Mississippi 39205
601-960-1054

June 20, 2024

NOTICE OF HEARING PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE

CONCERNING PARCEL #209-89 LOCATED AT 2745 PINE TREE DR

CASE# CE-24-1058

Assessed Owner's Address
YARN CHARLES
2745 PINETREE DR
JACKSON, MS 39204

Property Address
YARN CHARLES
2745 PINE TREE DR
Jackson, MS 39204

Interested Parties
CHARLES GREGORY YARN
801 PIN OAK PL
PEARL, MS 39208-5526

SOFIA LIEN LLC
77 MOSS WOODS DRIVE
MADISON, MS 39110

PROTAX04 LLC
2619 HWY 80
BRANDON, MS 39042

Dear Property Owner or Interested Party,
Please be advised that an administrative hearing has been scheduled before a hearing officer on **Tuesday, July 9, 2024** at **9:00 a.m.** to determine whether the above parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The hearing will be held in Courtroom 131 of the City of Jackson's Justice Building located at 327 Pascagoula Street, Jackson, Mississippi.

If an adjudication is made that the property is in a state of uncleanliness so as to be a menace to public health, safety, and welfare, the City of Jackson will be authorized pursuant to Section 21-19-11 of the Mississippi Code as amended to enter and clean and board up or demolish structure on the property or parcel ***for a period of one (1) year after the hearing without further hearing*** if notice is posted on the property or parcel of land and at City Hall or another place in the City of Jackson where notices are generally posted at least seven (7) days before the property or parcel of land is entered for cleaning.

If a adjudication is made at the hearing that the property is a menace to the public health, safety, and welfare of the community, the property may be cleaned and boarded up or demolished by municipal employees or by contract unless the work is done by you. The cleaning and boarding up of or demolition of structure(s) on the property include the following correction orders:

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

The governing authority may also within their discretion, apply chemical retardants as part of the cleaning.

If the City of Jackson remedies conditions constituting a menace on the property, actual costs will be adjudicated and the same may be collected from you as a civil debt or assessed against the property. A penalty not to exceed $1,500 or fifty percent (50%) of the actual cost of cleaning the property, whichever is more *may* also be imposed by the City of Jackson. Costs assessed against the property means the cost of using municipal employees to do the work or the cost of any contract executed by the City of Jackson to have the work done, and administrative costs and legal costs. If costs are assessed against the property, they will be enrolled in the office of the Circuit Clerk and collected and enforced in the same manner as municipal ad valorem taxes.

You may avoid an adjudication that the property is a menace to the public health, safety, and welfare of the community and the potential imposition of costs and penalties as explained above by abating the nuisance identified by municipal code enforcement officers before the hearing July 9, 2024. Please contact the officer to discuss abatement requirements.

This notice will be posted on the parcel identified above and in City Hall.

The hearing which has been scheduled in this matter does not prohibit the City of Jackson from imposing criminal penalties for failure to maintain the property so that it is not a menace to the public health and safety. Please call (601) 960-1054 if you have any questions or concerns.

Sincerely,

Christopher Collins

Code Enforcement Officer
Community Improvement Division
Jackson Planning and Development Department

Jun 24, 2024 at 1:47:28 PM
2739 Pine Tree Dr
Jackson MS 39204
United States

SendPro® Enterprise

My Apps | Settings | Help | Logout

Date From: 07/09/2024 | Date To: 01/16/2026 | Shipment Status: All

Search for Package: ce-24-1085 | SEARCH | Reset All

Date	Order #	SO #	PO #	Tracking/PR...	Carrier	Service	Attention To	Shipper Ref...	Address	Shipment Status
2025-05-30				948900900027...	USPS	First-Class Mail...	JORDAN ZERIC	CE-24-1085	2124 HACIEND...	Enroute
2025-05-30				948900900027...	USPS	First-Class Mail...	JORDAN ZERIC	CE-24-1085	253 SHILOH DR	Enroute
2025-05-30				948900900027...	USPS	First-Class Mail...	JORDAN ZERIC	CE-24-1085	P O BOX 115	Delivered
2025-04-17				948900900027...	USPS	First-Class Mail...	ZERIC LEROY J...	CE-24-1085	2124 HACIEND...	Processed ✔
2025-04-17				948900900027...	USPS	First-Class Mail...	JORDAN ZERIC	CE-24-1085	253 SHILOH DR	Processed ✔
2025-04-17				948900900027...	USPS	First-Class Mail...	JORDAN ZERIC	CE-24-1085	P O BOX 115	Processed ✔

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Terms & Conditions Pri

8

SM 1/8/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE. PARCEL 611-141 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

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 an administrative hearing held on July 9, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, agreed 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 constituting a menace to public health and welfare for parcels listed in the bid package titled DIST Project: 321 Creston Ave. Parcel 611-141 for the sum of $9,940.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address at 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 $9,940.00.

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

Agenda Item No. 8
January 27, 2026
(Brown, Horhn)

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

Socrates Garrett Enterprises, Inc.
Leland Socrates Garrett
2569 Livingston Rd
Jackson, MS. 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will

give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 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, and clean curbside to remedy conditions for property located at 321 Creston Ave, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,940.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/3/2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$9,940.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horne, Mayor**

From: **CAO, Pieter Teeuwissen**
Department of Planning and Development

Date: **12/3/2025**

Re: **Agenda Item**

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

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-18

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.

OFFICE OF THE CITY ATTORNEY

1/8/26

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 321 CRESTON AVE. PARCEL 611-141 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

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

1/16/26
Date

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

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

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 611-141 bearing the physical address of 321 Creston Avenue in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 – LABOR AND MATERIALS

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

$9,940.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

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

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

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

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

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

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

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

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #611-141** bearing the **physical address** of **321 Creston Avenue** legally described as **LOT 6 BLK I CRESTON HILLS SUBN** for **Case #CE-24-18**:

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

THE CITY OF JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 4, 2025

CASE NO: CE-24-18

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

LOCATION: 321 Creston Avenue

MAP / PARCEL: 611-141

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

_____ _____
PRE-WORK INSPECTION PERFORMED **DATE**

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

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

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

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

NTP AUTHORIZED BY: _____ **DATE:** _____

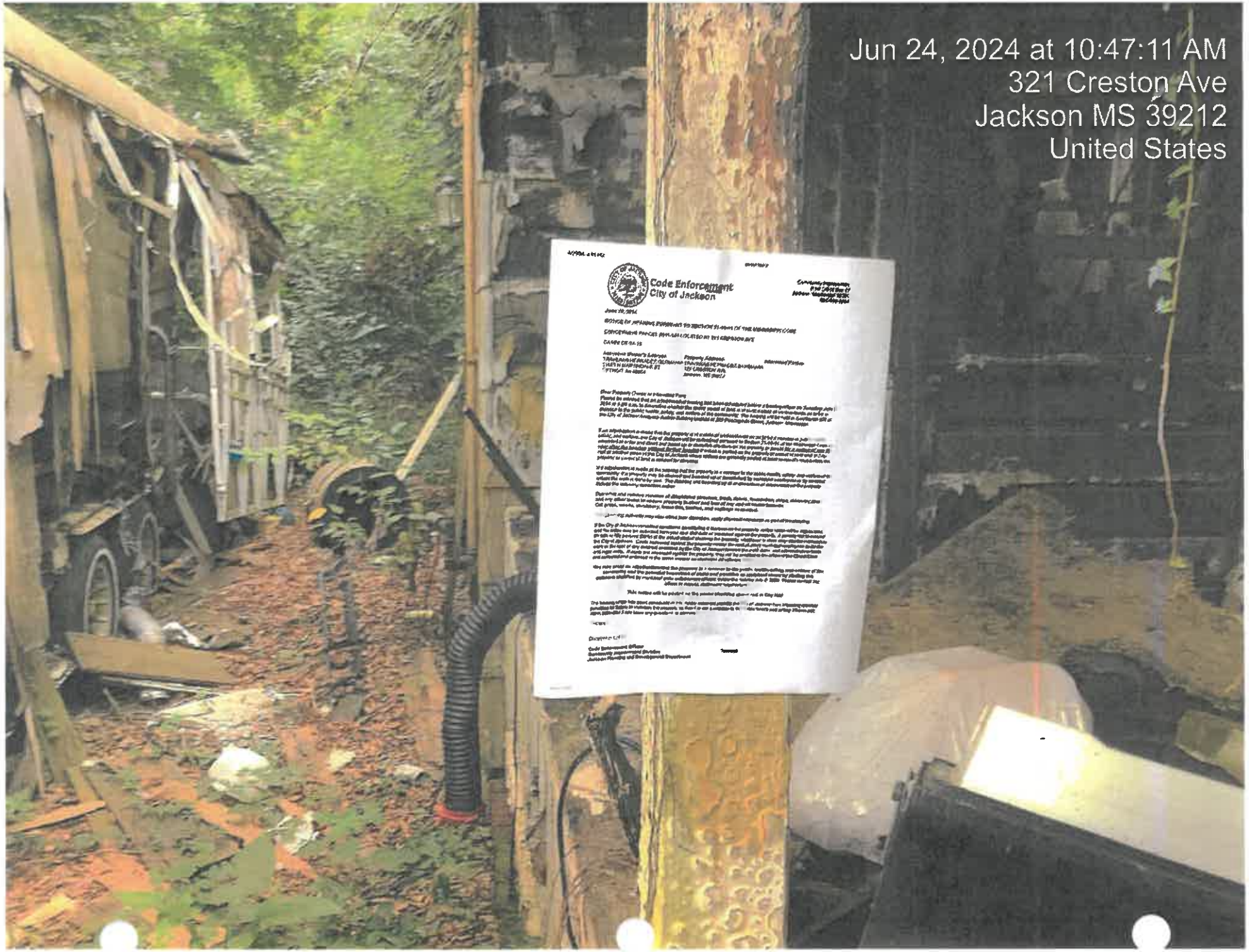
INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: $9,940.00

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


Jun 24, 2024 at 10:47:11 AM
321 Creston Ave
Jackson MS 39212
United States
Code Enforcement
City of Jackson

Code Enforcement
City of Jackson

Community Improvement
Post Office Box 17
Jackson, Mississippi 39205
601-960-1054

June 20, 2024

NOTICE OF HEARING PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE

CONCERNING PARCEL #611-141 LOCATED AT 321 CRESTON AVE

CASE# CE-24-18

Assessed Owner's Address	Property Address	Interested Parties
TRAVERAS HERNADEZ GERMANIA	TRAVERAS HERNADEZ GERMANIA	
11653 N MARTINDALE ST	321 CRESTON AVE	
DETROIT, MI 48504	Jackson, MS 39212	

Dear Property Owner or Interested Party,
Please be advised that an administrative hearing has been scheduled before a hearing officer on **Tuesday, July 9, 2024** at **9:00 a.m.** to determine whether the above parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The hearing will be held in Courtroom 131 of the City of Jackson’s Justice Building located at 327 Pascagoula Street, Jackson, Mississippi.

If an adjudication is made that the property is in a state of uncleanliness so as to be a menace to public health, safety, and welfare, the City of Jackson will be authorized pursuant to Section 21-19-11 of the Mississippi Code as amended to enter and clean and board up or demolish structure on the property or parcel ***for a period of one (1) year after the hearing without further hearing*** if notice is posted on the property or parcel of land and at City Hall or another place in the City of Jackson where notices are generally posted at least seven (7) days before the property or parcel of land is entered for cleaning.

If a adjudication is made at the hearing that the property is a menace to the public health, safety, and welfare of the community, the property may be cleaned and boarded up or demolished by municipal employees or by contract unless the work is done by you. The cleaning and boarding up of or demolition of structure(s) on the property include the following correction orders:

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

The governing authority may also within their discretion, apply chemical retardants as part of the cleaning.

If the City of Jackson remedies conditions constituting a menace on the property, actual costs will be adjudicated and the same may be collected from you as a civil debt or assessed against the property. A penalty not to exceed $1,500 or fifty percent (50%) of the actual cost of cleaning the property, whichever is more *may* also be imposed by the City of Jackson. Costs assessed against the property means the cost of using municipal employees to do the work or the cost of any contract executed by the City of Jackson to have the work done, and administrative costs and legal costs. If costs are assessed against the property, they will be enrolled in the office of the Circuit Clerk and collected and enforced in the same manner as municipal ad valorem taxes.

You may avoid an adjudication that the property is a menace to the public health, safety, and welfare of the community and the potential imposition of costs and penalties as explained above by abating the nuisance identified by municipal code enforcement officers before the hearing July 9, 2024. Please contact the officer to discuss abatement requirements.

This notice will be posted on the parcel identified above and in City Hall.

The hearing which has been scheduled in this matter does not prohibit the City of Jackson from imposing criminal penalties for failure to maintain the property so that it is not a menace to the public health and safety. Please call (601) 960-1054 if you have any questions or concerns.

Sincerely,

Christopher Collins

Code Enforcement Officer
Community Improvement Division
Jackson Planning and Development Department

SendPro® Enterprise

My Apps | Settings | Help | Logout

Date From: 07/09/2024 | Date To: 09/24/2024 | Shipment Status: All

HIDE RESULTS

Search for Package: ce-24-18 SEARCH Reset All

Date	Order #	SO #	PO #	Tracking/PR...	Carrier	Service	Attention To	Shipper Ref...	Address	Shipment Status
2024-08-20				948900900027...	USPS	First-Class Mail...	TRAVERAS HE...	CE-24-18	321 CRESTON ...	Return to Sender: ...
2024-08-19				948900900027...	USPS	First-Class Mail...	FANCY ROSE M	CE-24-18	11653 N MART...	Enroute

< 1 /1 >

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Terms & Conditions Pri

9

S.M. 1/7/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC 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-25-4248 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108-2-72 $1,395.00 (HORHN, TEEUWISSEN) (WARD 3)

WHEREAS, the State of Mississippi received 0 Woodrow Wilson Ave. due to delinquent taxes; and

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

WHEREAS, on October 30, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and cutting the grass located on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-4248 located at 0 Woodrow Wilson Ave. parcel #108-2-72 in Ward 3 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services LLC, submitted the lowest and best bid and through Donald Jones, agreed 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 0 Woodrow Wilson Ave. for the sum of $1,395.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,395.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No. 9
January 27, 2026
(Brown, Horhn)

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	**Jones Landscape and Contractor Services LLC**
John H. Horhn, Mayor	Donald M Jones
200 S. President Street	3172 Bilgary Dr
Post Office Box 17	Jackson, MS 39212
Jackson, Mississippi 39205-0017	

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

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

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Jones Landscape and Contractor Services, LLC to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 0 Woodrow Wilson Ave. Jackson, MS 39213 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,395.00 shall be paid to Jones Landscape and Contractor Services, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/01/2025** **DATE**

POINTS	COMMENTS

Job	9157
Sender	sharris
Title	Mail - Sherry Harris - Outlook
Interface	Network
Language	PCLXL
Date	10:41:27 JAN 7 2026

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/01/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,395.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	General Funding (001-444-70-6447)
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Peter Teeuwissen, CAO**

Date: **12/1/2025**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-4247.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.

1/7/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO 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-25-4248 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108- 2-72 $1,395.00** is legally sufficient for placement in NOVUS Agenda.

1/16/26

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 108-2-72 bearing the physical address of 0 Woodrow Wilson Ave in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,395.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John 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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

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

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

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

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

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 108-2-72 bearing the **physical address** of 0 Woodrow Wilson Ave legally described as LOT 14 BLK C MEADOW HGTS SUBN MATURED FOR 2018 TAXES for **Case #** CE-25-4248:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

10

S.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, 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-25-4246 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108-2-76 #1,395.00 (HORHN, TEEUWISSEN) (WARD 3)

1/7/26

WHEREAS, the State of Mississippi received 0 Woodrow Wilson Ave. due to delinquent taxes; and

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

WHEREAS, on October 30, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cutting and cleaning the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-4246 located at 0 Woodrow Wilson Ave. parcel #108-2-76 in Ward 3 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC, submitted the lowest and best bid and through Donald Jones, and agreed 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 0 Woodrow Wilson Ave. for the sum of $1,395.00; and

WHEREAS, Jones Landscape and Contractor Services LLC has a principal office address of 0 Woodrow Wilson Ave., and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,395.00.

SECTION 2 - COMPENSATION:

Agenda Item No. 10
January 27, 2026
(Brown, Horhn)

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

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

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to cut grass and weeds, remove trash and debris, and remedy conditions on the property located at 0 Woodrow Wilson Ave Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,395.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **Date: 11/24/2025**

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,395.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Funding (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Peter Teeuwissen, CAO**
Date: **1/6/2026**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC, for the cutting of grass and weeds; removal trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-4246.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.

OFFICE OF THE CITY ATTORNEY

1/7/26

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, 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-25-4246 LOCATED AT 0 WOODROW WILSON AVE. PARCEL #108-2-76 #1,395.00** is legally sufficient for placement in NOVUS Agenda.

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

1/16/26
Date

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Drive Jackson, MS 39212, and (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,395.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

occurrence.

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Drive Jackson, Mississippi 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

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

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

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #108-2-76** bearing the **physical address** of **0 WOODROW WILSON AVE** legally LOT 10 BLK C MEADOW HGTS SUBN

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

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 1, 2025

CASE NO: CE-25-4246

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

LOCATION: 0 Woodrow Wilson Ave.

MAP / PARCEL: 108-2-76

SCOPE OF WORK: **Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed**

_____ _____
PRE-WORK INSPECTION PERFORMED **DATE**

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

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

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

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

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$1,395.00**

Michael Watson
SECRETARY OF STATE

October 30, 2025

Samantha Graves
Community Improvement Division
City of Jackson
PO Box 17
Jackson, MS 39205-0017

RE: Tax Parcel Number: 108-2-72 **Case No. CE – 25-4248**
LOT 14 BLK C MEADOW HGTS SUBN
0 WOODROW WILSON AVE., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 108-2-74 **Case No. CE – 25-4247**
LOT 15 BLK C MEADOW HGTS SUBN ** COMMERCIAL**
0 WOODROW WILSON AVE., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 108-2-76 **Case No. CE – 25-4246**
LOT 16 BLK C MEADOW HGTS SUBN
0 WOODROW WILSON AVE., JACKSON, MS HINDS COUNTY MS

Dear Ms. Graves:

The State of Mississippi claims ownership of the above-described parcels through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- **The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.**

- **We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.**

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,

WILLIAM G. CHENEY, JR.
Assistant Secretary of State
Lands Division - TH

11

S.M. 1/8/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., TO CUT GRASS AND WEEDS, 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-25-1961 LOCATED AT 1108 OAK GLEN PL. PARCEL #4858-576-499 $835.00 (HORHN, TEEUWISSEN) (WARD 4)

WHEREAS, the State of Mississippi received 1108 Oak Glen Pl. due to delinquent taxes; and

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

WHEREAS, on November 26, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cutting and cleaning on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-1961 located at 1108 Oak Glen Pl. parcel #4858-576-499 in Ward 4 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and through Donald Jones, and agreed 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 1108 Oak Glen Pl. for the sum of $835.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC. has a principal office address of 3172 Bilgary Dr., Jackson, MS 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 – 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 $835.00.

SECTION 2 – NOTICE TO PROCEED

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

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

Agenda Item No. 11
January 27, 2026
(Brown, Horhn)

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald M Jones 3172 Bilgary Dr Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

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 be authorized to execute a contract with Jones Landscape and Contractor Services LLC to cut grass and weeds, and to perform work to remedy the other conditions on the property located at 1108 Oak Glen Pl. Jackson, MS 39212 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $835.00 shall be paid to Jones Landscape and Contractor Services LLC. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/01/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$835.00
9.	**Source of Funding:** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐ ☐	General Funding (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Angela Brown, Director of Planning and Development**

Date: **1/8/2026**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-1961.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.

1/8/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC., TO CUT GRASS AND WEEDS, 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-25-1961 LOCATED AT 1108 OAK GLEN PL. PARCEL #4858-576-499 $835.00** is legally sufficient for placement in NOVUS Agenda.

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

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 4858-576-499 bearing the physical address of 0 Oak Glen Pl. in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 - 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 **$835.00**.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

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The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

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

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

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

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

SECTION 19 – ACCEPTANCE:

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

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 4858-576-499 bearing the **physical address** of 0 Oak Glen PL legally described as LOT 299 BROOKHOLLOW PLACE PT VIII MATURED FOR 2018 TAXES for **Case #** CE-25-1961:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

Michael Watson
SECRETARY OF STATE

November 26, 2025

Samantha Graves
Community Improvement Division
City of Jackson
PO Box 17
Jackson, MS 39205-0017

RE: Tax Parcel Number: 616-128 **Case No. CE – 25-4403**
LOT 1 & TRI N/S LOT 2 BLK B EAST OAK FOREST SUB PT 1
0 REVERE ST., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 628-376 **Case No. CE – 25-1635**
LOT 8 BLK R OAK FOREST SUBN PT 6
3043 LAKEWOOD DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 628-441 **Case No. CE – 24-1701 (Demolition)**
LOT 27 BLK R OAK FOREST SUB PT 8
3043 LAKEWOOD DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 838-322 **Case No. CE – 24-1460**
LOT 17 BLK A OAK FOREST SUBN PT 17
1435 WOODDELL DR., JACKSON, MS HINDS COUNTY MS

RE: Tax Parcel Number: 4858-576-499 **Case No. CE – 25-1961**
LOT 299 BROOKHOLLOW PLACE PT VIII
1108 OAK GLEN PL., JACKSON, MS HINDS COUNTY MS

Michael Watson
SECRETARY OF STATE

November 26, 2025

Dear Ms. Graves:

The State of Mississippi claims ownership of the above-described parcels through tax forfeiture. As we have no qualified applicants to purchase the parcel at this time, there are several options available for maintenance or disposal of it. The options include:

- **The city has our permission to clean and/or clear the parcel, and we are now authorized to reimburse all reasonable maintenance costs up to 50% of the appraised market value of the land or the purchase money received from the sale of this land.**

- **We are also authorized to transfer title to any governmental agency, and the agency may then use the property for a public purpose. Please send us a letter requesting a transfer, listing the parcel number, description of the parcel desired, and its public purpose.**

If you require additional assistance, please contact Ty Hickman at 601-359-6381.

Sincerely,

WILLIAM G. CHENEY, JR.
Assistant Secretary of State
Lands Division - TH

12

SM 1/7/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC.FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2719 PINE TREE DR. PARCEL 209-85 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

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 an administrative hearing held on July 09, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, Valera Project Management LLC , through Mr. Victor Valera submitted the lowest and best bid in the amount of $7,348.00; and

WHEREAS, on December 12, 2025, Mr. Victor Valera, a representative for Valera Project Management, LLC notified the Community Improvement Division that the company is rescinding its bid for 2719 Pine Tree Dr..; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the next lowest and best bid and through its representative, Leland Socrates Garrett, agreed to demolish structure, foundation, steps, driveway and, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcel 209-85 located at 2719 Pine Tree Drive for the sum of $9,752.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of $9,752.00.

SECTION 2 – NOTICE TO PROCEED

Agenda Item No. 12
January 27, 2026
(Brown, Horhn)

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:

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.

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.

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.

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.

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:

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.

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.

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

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

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

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

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".)

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.

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.

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	**Socrates Garrett Enterprises**
John H. Horhn, Mayor	Leland Socrates Garrett
200 S. President Street	2659 Livingston Rd
Post Office Box 17	Jackson, MS 39213
Jackson, Mississippi 39205-0017	

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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.

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

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.

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.

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.

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:

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

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

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

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:

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

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

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

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

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.

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.

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.

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.

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.

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

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.

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

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, and clean curbside to remedy conditions for property located at 2719 Pine Tree Dr.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $9,752.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12.15.25
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VPM CONSTRUCTION FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH THE STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$9,752.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Department of Planning and Development**

Date: **12.15.25**

Re: **Agenda Item**

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

The parcel is a part of a HB603 funded project in which Socrates Garrett Enterprises Inc. was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-23-1574.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M. 1/7/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2719 PINE TREE DR. PARCEL 209-85 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin

1/6/26

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

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

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 209-85 bearing the physical address of 2719 Pine Tree Drive in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 – LABOR AND MATERIALS

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

$9,752.00

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

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

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

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

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

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

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

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

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

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

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel # 209-85** bearing the **physical address** of **2719 Pine Tree Drive** legally described as **LOT 35 BLK E PINE HILLS SUBN** for **Case # CE-23-1574** :

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.

13

S.M. 1/8/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND/ OR SECURE STRUCTURE(S), CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND TO BOARD UP AND SECURE STRUCTURE, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1472 LOCATED AT 2039 EAST DR.– PARCEL #213-176– $1,470.00 (WARD 5)

WHEREAS, on September 23, 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 July 22, 2025 for Case #CE-25-1472 located at 2039 East Dr., Parcel #213-176 in Ward 5 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid, through Donald Jones, and has agreed to board up and/or secure structure(s), cut grass and weeds, bushes, saplings, fence line, remove tires, trash, and debris, and remedy the conditions for case #CE-25-1472 located at 2039 East Dr., Jackson, MS 39204 with the quoted price of $1,470.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,470.00.

SECTION 2 - COMPENSATION:

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

Agenda Item No. 13
January 27, 2026
(Brown, Horhn)

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald M Jones 3172 Bilgary Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC., upon receipt of a written Notice to Proceed, to cut vegetation, and remedy conditions on the property located at 2039 East Dr., Jackson MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,470.00 shall be paid to Jones Landscape and Contractor Services, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/25/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,470.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John H. Horhn, Mayor

From: Department of Planning and Development

Date: 1/8/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC. to cut grass and weeds, shrubbery, fence line, bushes, saplings and to board up and/or secure structure(s) for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-1472.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

S.M.

1/8/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND/ OR SECURE STRUCTURE(S), CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND TO BOARD UP AND SECURE STRUCTURE, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1472 LOCATED AT 2039 EAST DR.– PARCEL #213-176– $1,470.00** is legally sufficient for placement in NOVUS Agenda.

1/16/26

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 213-176 bearing the physical address of 2039 East Dr. in the City of Jackson, Mississippi; and

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

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

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

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

SECTION 1 - 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 **$1,470.00.**

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

    1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

    2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

14

S.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO DEMOLISH AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-3060 LOCATED AT 2722 PINE TREE DR. PARCEL #209-35 $13,999.00 (HORHN, BROWN) (WARD 5) 1/7/26

WHEREAS, the State of Mississippi received 2722 Pine Tree Dr. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on June 26, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-3060 located at 2722 Pine Tree Dr. parcel #209-35 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Socrates Garrett Enterprises Inc., submitted the lowest bid and through Leland Socrates Garrett, agreed to demolish and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2722 Pine Tree Dr. for the sum of $13,999.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address of 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 $13,999.00.

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 H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises** 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 ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:

   1. To any preference, priority or allocation order duly issued by the City.

   2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

   3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:

   1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

   2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

   3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section

3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish and to perform work to remedy the other conditions on the property located at 2272 Pine Tree Dr., Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $13,999.00 shall be paid to Socrates Garrett Enterprises Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/2/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$13,999.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	District Fund (44344415-6446)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Department of Planning and Development**

Date: **12/15/2025**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Socrates Garrett Enterprises Inc. to demolish certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-25-3060.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

1/7/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO DEMOLISH AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-3060 LOCATED AT 2722 PINE TREE DR. PARCEL #209-35 $13,999.00** is legally sufficient for placement in NOVUS Agenda.

1/16/26

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Socrates Garrett Enterprises, Inc. having its principal place of business at 2659 Livingston Road, Jackson, Mississippi 39213 and mailing address of 2659 Livingston Road, Jackson, Mississippi 39213 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Leland Socrates Garrett on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 209-35 bearing the physical address of 2722 Pine Tree Drive in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of

$13,999.00

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 - INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than $500,000 aggregate and $500,000 per occurrence, and property damage coverage of not less than $500,000 aggregate and $500,000 per occurrence.

B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.

C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

(1) Vendor's own automobiles, trucks and/or vehicles
(2) Hired automobiles, trucks and/or vehicles
(3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than $500,000 as well as property damage liability coverage in the amount of $500,000 per occurrence and $500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.

E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)

8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor **must obtain and pay for all permits and licenses** necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL AND RESPONSIBILTY OF THE CONTRACTOR

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

In the event that the Vendor must engage in excavation of any kind, the Vendor shall comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code Before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor shall provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of

asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 - NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi
John Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Socrates Garrett Enterprises, Inc
Leland Socrates Garrett
2659 Livingston Road
Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for

liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND MINORITY BUSINESS ENTERPRISE UTILIZATION

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

15

S.M. 1.6.26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116– $11,000.00(WARD 3)

WHEREAS, on December 17, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following 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, 3 Squares Ventures, LLC submitted the lowest bid in the amount of $8,700.00. On December 26, 2025, Don Price, a representative for 3 Squares Ventures, LLC notified the Community Improvement Division via email that the company is rescinding its bid for 175 James St.; and

WHEREAS, the Community Improvement Division of the Planning and Development Department will move to the next best bid, Cornerstone Enterprises, LLC, in the amount of $11,000.00; and

WHEREAS, Cornerstone Enterprises, LLC, through Curtis Robinson, agreed to demolish and remove remains of dilapidated structure, foundation, steps, driveway and/or cut grass, remove trash, debris, and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 175 James St. Parcel 100-116 for the sum of $11,000.00; and

WHEREAS, Cornerstone Enterprises, LLC has a principal office address of 532 View Pointe Way Clinton, MS 39056 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of **$11,000.00**.

Agenda Item No. 15
January 27, 2026
(Brown, Horhn)

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.

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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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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 Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, MS 39056

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or

termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Cornerstone Enterprises, LLC to demolish and remove remains of dilapidated structure, foundation, steps, driveway and/or cut grass, remove trash, debris, and clean curbside to remedy conditions for property located at 175 James St. Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/29/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$11,000.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Angela Brown**
Department of Planning and Development

Date: **12/29/2025**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC, for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-1947.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M. 1/6/26

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1947 LOCATED AT 175 JAMES ST. PARCEL #100-116– $11,000.00 is legally sufficient for placement in NOVUS Agenda.

1/6/25

Drew Martin, *City Attorney* **Date**

Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Cornerstone Enterprises, LLC having its principal place of business at 532 View Pointe Way, Clinton, Mississippi 39056 and mailing address of 532 View Pointe Way, Clinton, Mississippi 39056 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Curtis Robinson _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 100-116 bearing the physical address of 175 James Street in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of

$11,000.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

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C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than $500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than $500,000 for one accident, to protect from all claims arising from the use of the following:

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asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

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The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

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 Horhn, Mayor
200 S. President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Cornerstone Enterprises, LLC
Curtis Robinson
532 View Pointe Way
Clinton, Mississippi 39056

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified ~~date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to~~ Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or

restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold CITY harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the ~~Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not~~ intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the CITY that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the CITY:

1. To any preference, priority or allocation order duly issued by the CITY.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the CITY, acts of another Contractor in the performance of a contract with the CITY, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the CITY may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for CITY for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for ~~enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor~~ shall subject Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND MINORITY BUSINESS ENTERPRISE UTILIZATION

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #100-116** bearing the **physical address** of **175 James Street** legally described as **LOT 4 BLK 1 HOMESTEAD HGTS SUBN PT 2** for **Case #CE-24-1947**:

Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

DATE: December 4, 2025

CASE NO: CE-24-1947

CONTRACTOR: Curtis Robinson
Cornerstone Enterprises LLC
532 View Pointe Way
Clinton, MS 39056

LOCATION: 175 James Street

MAP / PARCEL: 100-116

SCOPE OF WORK: Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$11,000.00**

- **Contractor is responsible for calling 811 before demolition.**
- **Please call Donald Taylor at 601-906-3083 for gas to be disconnected.**

16

S.M. 1/8/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, 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-24-1996 LOCATED AT 4414 AZALEA DR– PARCEL #522-514– $785.00 (WARD 2)

WHEREAS, on January 14, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 19, 2024 for Case #CE-24-1996 located at 4414 Azalea Dr., Parcel #522-514 in Ward 2 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-24-1996 located at 4414 Azalea, Jackson, MS 39206 with the quoted price of $785.00; and

WHEREAS, Jones Landscape and Contractor Services LLC. has a principal office located at 3172 Bilgary Dr. Jackson, Mississippi, 39212, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $785.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

Agenda Item No. 16
January 27, 2026
(Brown, Horhn)

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and

rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald M Jones 3172 Bilgary Dr Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising

out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
    4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to cut vegetation, and remedy conditions on the property located at 4414 Azalea Dr., Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed $785.00 shall be paid to Jones Landscape and Contractor Services, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **11/24/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 2
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$785.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John H. Horhn, Mayor

From: Department of Planning and Development

Date: 1/8/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC. to cut grass and weeds, shrubbery, fence line, bushes, saplings for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-1996.

Thank you for your prompt consideration in this matter.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 522-514 bearing the physical address of 4414 Azalea Dr. in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 - 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 $785.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

   1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

   2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

   1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

   2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

   3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 522-514 bearing the **physical address** of 4414 Azalea Dr. legally described as LOT 8 NORTH PARK SUB PT 5 for **Case #** CE-24-1996:

Cut grass, weeds, fence line, shrubbery, remove trash and debris.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

1/8/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, 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-24-1996 LOCATED AT 4414 AZALEA DR– PARCEL #522-514– $785.00** is legally sufficient for placement in NOVUS Agenda.

1/14/26

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S.M.

17

SM 1/8/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1460 LOCATED AT 1435 WOODDELL DR. PARCEL #838-322 $2,200.00 (HORHN, TEEUWISSEN) (WARD 6)

WHEREAS, the State of Mississippi received 1435 Wooddell Dr. due to delinquent taxes; and

WHEREAS, said property must be maintained, and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on November 26, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-1460 located at 1435 Wooddell Dr. parcel #838-322 in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and through Donald Jones, and agreed 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 1435 Wooddell Dr. for the sum of $2,200.00; and

WHEREAS, Jones Landscape and Contractor Services, LLC has a principal office address of 3172 Bilgray Dr. Jackson, MS 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 $2,200.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

Agenda Item No. 17
January 27, 2026
(Brown, Horhn)

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John H. Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald M Jones 3172 Bilgary Dr Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

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This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

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 be authorized to execute a contract with Jones Landscape and Contractor Services, LLC to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1435 Wooddell Dr. 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 $2,200.00 shall be paid to Jones Landscape and Contractor Services, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/01/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 6
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$2,200.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ▪ **Other** ☐ ☐	General Funding (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____ NABE ____ % WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **John Horhn, Mayor**

From: **Planning and Development Department**

Date: **1/8/2026**

Re: **Agenda Item**

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services to cut grass and weeds; remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-24-1460.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M. 1/8/2026

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1460 LOCATED AT 1435 WOODDELL DR. PARCEL #838-322 $2,200.00 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* — **Date** 1/15/26
Sondra Moncure, *Special Assistant* S.M.

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 838-322 bearing the physical address of 1435 Wooddell Dr. in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed **$2,200.00**.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John 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

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

   1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

   2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

   1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

   2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

   3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 838-322 bearing the **physical address** of 1435 Wooddell Dr. legally described as LOT 17 BLK A OAK FOREST SUBN PT 17 MATURED FOR 2022 TAXES for **Case #** CE--24-1460:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

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OFFICE OF THE CHANCELLOR
S.M.
1/7/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1475 LOCATED AT 1819 EAST DR– PARCEL #213-139– $1,345.00 (WARD 5) (TEEUWISSEN, HORHN)

WHEREAS, on September 23, 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 July 22, 2025, for Case #CE-25-1475 located at 1819 East Dr. parcel #213-139 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and has agreed to cut grass, weeds, shrubbery, fence line, bushes and remove trash and debris, and perform other work to remedy the condition for case #CE-25-1475 located at 1819 East Dr. Jackson, MS 39204 with the quoted price of $1,345.00; 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 $1,345.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

Agenda Item No. 18
January 27, 2026
(Brown, Horhn)

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor

shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceedagreed to cut grass, weeds, shrubbery, fence line, bushes and remove trash and debris, and perform other work to remedy the conditions on the property located at 1819 East Dr. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,345.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/1/2025**
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,345.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ____ AABE ____ % WAIVER yes ___ no ___ N/A ____ WBE ____ % WAIVER yes ___ no ___ N/A ____ HBE ____ % WAIVER yes ___ no ___ N/A ____

	NABE ____ %	WAIVER yes ___ no ___ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John Horhn, Mayor

From: CAO, Pieter Teeuwissen
Department of Planning and Development

Date: 1/7/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-1475

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

OFFICE OF THE CITY ATTORNEY

1/7/26

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1475 LOCATED AT 1819 EAST DR– PARCEL #213-139– $1,345.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant* S.M.

1/15/26
Date

CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Dr. Jackson, MS 39212 and mailing address of 3172 Bilgray Dr. Jackson, MS 39212 hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with Jones Landscape and Contractor Services LLC, on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 213-139 bearing the physical address of 1819 East Dr. in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and VENDOR agree as follows:

SECTION 1 - 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 **$1,345.00**.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall

provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure

period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits

and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

    1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

    2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 213-139 bearing the **physical address** of 1819 East Dr. legally described as LOT 4 BLK E ALTA WOODS PARK for **Case #** CE-25-1475:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #** 213-139 bearing the **physical address** of 1819 East Dr, legally described as LOT 4 BLK E ALTA WOODS PARK for **Case #** CE-25-1475:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

19

OFFICE OF THE CITY CLERK
SM
1/7/26

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-25-1083 LOCATED AT 308 ALTA WOODS BLVD– PARCEL #213-207– $1,095.00 (WARD 5) (TEEUWISSEN, HORHN)

WHEREAS, on August 26, 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 June 24, 2025, for Case #CE-25-1083 located at 308 Alta Woods Blvd parcel #213-207 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest and best bid and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-25-1083 located at 308 Alta Woods Blvd. Jackson, MS 39204 with the quoted price of $1,095.00; 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 $1,095.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

Agenda Item No. 19
January 27, 2026
(Brown, Horhn)

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor

shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, and remedy conditions on the property located at 308 Alta Woods Blvd. 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 $1,095.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/1/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	4. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,095.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John Horhn, Mayor

From: CAO, Pieter Teeuwissen
Department of Planning and Development

Date: 12/2/2025

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services, LLC, to board up and secure structure, paint boards, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-1083

Thank you for your prompt consideration in this matter.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

OFFICE OF THE CITY ATTORNEY 1/7/26

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO, BOARD UP AND SECURE STRUCTURE, PAINT BOARDS CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-1083 LOCATED AT 308 ALTA WOODS BLVD– PARCEL #213-207– $1,095.00** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant* S.M.

1/6/26
Date

CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and Jones Landscape and Contractor Services LLC having its principal place of business at 3172 Bilgray Drive Jackson, MS 39212, and (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the 26th day of August 2025, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,095.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

~~Vendor shall comply with federal, state, and local municipal laws in performing the work and~~ understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per

occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Vendor: Jones Landscape and Contractor Services LLC** Donald Jones 3172 Bilgray Drive Jackson, Mississippi 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the

negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

    1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

    2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:

1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;

2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

_____
VENDOR'S NAME

Title_____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horhn, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #213-207** bearing the **physical address** of **308 ALTA WOODS BLVD** legally LOT 26 & 27 BLK F ALTA WOODS PARK

Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris. Paint board.

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: December 2, 2025

CASE NO: CE-25-1083

CONTRACTOR: **Donald Jones**
Jones Landscape and Contractor Services LLC
3172 Bilgray Dr.
Jackson, MS 39212

LOCATION: 308 Alta Woods Blvd.

MAP / PARCEL: 213-207

SCOPE OF WORK: Board up and/or secure structure(s). To board up use decay-resistant wood, treated wood, or painted boards for added protection. Remove trash and debris.

_____ _____
PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____

INSPECTED BY: _____ **DATE:** _____

CAO: _____ **DATE:** _____

PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$1,095.00**

20

ORDER ACCEPTING THE BID OF PUCKETT MACHINERY COMPANY FOR A COMPACT HYDRAULIC EXCAVATOR-CRAWLER MOUNTED, CAT 336-08, WITH A FORTY-EIGHT MONTH OR 6,000-HOUR MAINTENANCE CONTRACT AND WARRANTY (BID NO. 76585-101425)

WHEREAS, sealed bids for one Compact Hydraulic Excavator Crawler, Mounted, opened on October 14, 2025 and three (3) bids were received; and

WHEREAS, the Solid Waste Division of the Public Works Department, will use the Compact Hydraulic Excavator Crawler for material handling, sorting waste, clearing debris, and performing site maintenance tasks at the City of Jackson Rubbish Facility; and

WHEREAS, the staff at Solid Waste Division has reviewed the bids received and recommends that the governing authorities deem the bid submitted by Puckett Machinery Company, 100 Caterpillar Drive Flowood, MS 39232 for a Compact Hydraulic Excavator, Mounted, CAT 336-08, with a forty-eight (48) month or 6,000-hour maintenance contract and warranty, in the amount of $450,344.53, be accepted as the lowest and best bid received meeting the City specifications.

IT IS, THEREFORE, ORDERED that the bid received October 14, 2025 from Puckett Machinery Company for one (1) Compact Hydraulic Excavator Crawler, Mounted, CAT 336-08 with a forty-eight (48) month or 6,000-hour maintenance contract and warranty, in the amount of $450,344.53, be accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

Agenda Item No. 20
January 27, 2026
(Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 25, 2025

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF PUCKETT MACHINERY COMPANY FOR A HYDRAULIC EXCAVATOR, FOR A TOTAL COST OF $450,344.53 (BID NO.76585-101425)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Goverament 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development Infrastructure and Transportation
3.	**Who will be affected**	The City of Jackson
4.	**Benefits**	The hydraulic excavator is an essential asset for daily landfill operations, regulatory compliance, and long-term facility efficiency.
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide (all wards)
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Public Works Department/ Solid Waste Division
8.	**COST**	Total cost **$450,344.53**
9.	**Source of Funding:** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Solid Waste Enterprise Fund/ **009-506.10.6872**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049

City of Jackson

Memorandum

From: Purchasing Division

Thru: Lakesha Weathers, Manager, Public Works Solid Waste

CC: Pieter Teeuwissen, Chief Administrative Officer

Date: October 16, 2025

Re: *Bid Number: 76585-101425 /Hydraulic Excavator – Crawler Mounted*

The attached bid and tabulations have been prepared by the Purchasing Division for the department/ division contact person as a guide to review the bid technical specifications. Bids were received on July 17, 2003 as follows:

Vendor Name	TECHNICAL	
	YES	NO
Puckett Machinery Company		
Equipment Incorporated		

The source of funding is Account Number: 009.50610.6872

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

Signed (Department / Division Contact Person) Date:

Please attach a copy of Bid Recommendation.

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe A. Lumumba
Mayor of the City of Jackson

Memorandum

To: Mayor John Horhn
City of Jackson
From: Lorenzo Anderson, Director of Public Works
Date: November 25, 2025
Re: **Recommendation of Puckett Machinery Company** - Bid No. 76585-101425 Opened October 14, 2025

This memo provides justification to proceed with a term bid for the purchase of a hydraulic excavator. The Solid Waste Division would like to recommend the bid of Puckett Machinery Company, 100 Catepillar Drive, Flowood, MS 39232, as the lowest and best bid, for the purchase of a hydraulic excavator. Bids were opened on October 14, 2025. Two (2) bids were received from Puckett Machinery Company and Equipment Incorporated.

Puckett Machinery Company, has met all the specifications and supplied the best bid in the amount of $450,344.53.

It is recommended to accept the bid of Puckett Machinery Company, in the amount of $450,344.53, for the purchase of a hydraulic excavator, using account 009-506.10.6872.

If you have any questions, please let me know.

Lakesha Weathers, Solid Waste Manager

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTY
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF PUCKETT MACHINERY COMPANY FOR A COMPACT HYDRAULIC EXCAVATOR-CRAWLER, MOUNTED, CAT 336-08, WITH A FORTY-EIGHT MONTH OR 6,000-HOUR MAINTENANCE CONTRACT AND WARRANTY (BID NO. 76585-101425)** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

11/21/26
DATE

Sondra Moncure, *Special Assistant* S.M.

Terry Williamson, *Legal Counsel*

TABULATION OF BIDS RECEIVED ON HYDRAULIC EXCAVATOR – CRAWLER MOUNTED
BID NO. 76585-101425
ADVERTISED: September 18 & 25, 2025
OPENED: October 14, 2025

SOLID WASTE DIVISION
DEPARTMENT OF PUBLIC WORKS

ACCOUNT :009.50610.6872

ITEM	QTY.	DESCRIPTION	Equipment Incorporated 620 Hwy 495 Richland, MS 39218 620 Hwy 495 Richland, MS 39218 Glen Megehee (601) 939-1000	Puckett Machinery Company 100 Catepillar Dr Flowood, MS 39232 100 Catepillar Dr Flowood, MS 39232 Chuck Mohler (601) 209-7097
			TOTAL PRICE	TOTAL PRICE
1.	1	Hydraulic Excavator – Crawler Mounted	$477,258.76	$450,344.53
Mfg. Name/Model:			Develon Dx350	Cat 336-08
Delivery:			30 days	90 days
Bid valid for:			90 days	90 days

NOTE:

1. **Puckett Machinery Company**
   48 month or 6000 quote

MO/JC
10/16/2025

5. Appendix

5.1 Proposal Form

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM	
DELIVERY INSTRUCTIONS:	Submit one (1) original and three (3) copies of your BID Package
MAILING ADDRESS:	To the City Clerk's Office of Jackson Post Office Box 17 Jackson, MS 39205
DELIVERY ADDRESS:	To the City Clerk's Office of Jackson 219 S. President Street Jackson, MS 39201
ELETRONIC DELIVERY:	https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html.
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	BID No76585-101425 to be opened October 14, 2025 *at 3:30 PM Central Daylight Time."*

In accordance with your Notice of September 18, 2025 BID as follows:

ITEM	DESCRIPTION	GRAND TOTAL
1.	Compact Hydraulic Excavator Crawler Mounted Per the Specifications-New Equipment only, no Refurbished. Mfg. Name/Model Cat 336-08	$ 450,344.53

48 Month or 6000 Quote

5. Appendix

5.1 Proposal Form

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM	
DELIVERY INSTRUCTIONS:	Submit one (1) original and three (3) copies of your BID Package
MAILING ADDRESS:	To the City Clerk's Office of Jackson Post Office Box 17 Jackson, MS 39205
DELIVERY ADDRESS:	To the City Clerk's Office of Jackson 219 S. President Street Jackson, MS 39201
ELETRONIC DELIVERY:	https://www.centralauctionhouse.com/IFBc10376-city-of-jackson.html
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	BID No76585-101425 to be opened October 14, 2025 *at 3:30 PM Central Daylight Time."*

In accordance with your Notice of September 18, 2025 BID as follows:

ITEM	DESCRIPTION	GRAND TOTAL
1.	Compact Hydraulic Excavator Crawler Mounted Per the Specifications-New Equipment only, no Refurbished. Mfg. Name/Model CaT 336-08	$ 461,738.53

60 Mouth or 7500 hour quote

I. Cost breakdown for each section in the BID must be submitted with this Grand Total price sheet.

II. The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.

III. The BID is valid for 90 days after bid opening, to make an award or this BID is good for the term of the BID stated, if a term bid. If BID is good for longer than 90 days for an award, then state how long this BID is good for

_____.

IV. The above will be delivered F.O.B., prepaid, and allowed, Jackson, Mississippi, within 90 days after receipt of your purchase order.

V. Sales tax and federal excise tax are not to be included in above price.

VI. The City of Jackson assumes no tax liability.

Compact Hydraulic-Excavator Crawler Mounted

Solid Waste Department of Public Works

Bid#76585-101425

[PLEASE TYPE IN OR PRINT THE FORM BELOW]:

Legal Company Name:

(Proposer to include response here)

Puckett Machinery Company

Proposer Headquarters Address: (Street, City, State and Zip Code):

(Proposer to include response here)

100 Caterpillar Drive, Flowood, MS 39232

Authorized Company Representative:

(Proposer to include response here)

Chuck Mohler

Proposer Contact Information (Email and Phone):

DEVELON

Quotation

Date : 10/15/25
Quote Number : 30143157

Salesman :
Cellphone : **6019483272**

Company	**City ofJackson**	***Customer Name***	**Randy Spell**
Address		***Title***	
City		***Telephone***	(601) 960-1590
State		***Fax***	
Zip		***Email***	rspell@jacksonms.gov

Per your request, we are pleased to submit the following quote for your consideration.

No.	Product Description	QTY	Type	Price
1	**DX350LC-7-US30** *US30 LONG ARM*	1	Package	
1-1	**HD35CG-60** *2.58 CU. YD. 60" HEAVY DUTY BUCKET (INCLUDES WEAR SHROUDS)*	1	Attachment	
1-2	**HT-35DM-060-A** *HYD. MAIN PIN THUMB; 5 TINE; FOR 60" BUCKET; USED WITH BUCKET*	1	Attachment	
	Products Subtotal			**$ 477,258.76**

Optional Equipment For DX350LC-7-US30 Package

NON RAIN SHIELD
110 V PLUG HEATER
DRY TYPE PRE CLEANER
NON BOOM FLOATING PIPING
NON BREAKER FILTER
BUCKET TILT/ROTATING PIPING

NON STRAIGHT TRAVEL
NON AIR COMPRESSOR
NON FUEL FILLER PUMP

SIDE AND REAR VIEW CAMERA
UPPER AND LOWER FRONT WINDOW GUARD
NON FOGS
NON ADDITIONAL WORKING LAMP
ROTATING BEACON
NON ULTRASONIC SENSOR
33.5" (850 MM) TRIPLE GROUSER SHOE

Sub Total:	$ 477,258.76
Quote Total:	**$ 477,258.76**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise their purchase option within 30 days from quote date.

Authorized Signature **Purchase Order Number**

Print: _____

Sign: _____

Date: _____

Protect Your Investment

Ask about our Planned Maintenance Program

Individually designed to cover services that will help you obtain better performance from your equipment.

Standard Equipment for DX350LC-7-US30

Engine DX350LC-7-US30

"DL08-LEE03: 4-Cycle Water-Cooled Turbo Charged (Variable Geometry Turbo)
Electronically Controlled Common Rail Direct Injected
T4F: Cooled Exhaust Gas Recirculation + Diesel Oxidation Catalyst + Selective Catalytic Reduction with Diesel Exhaust Fluid
285.6HP(SAE J1995) Gross Flywheel Horsepower @ 1800 rpm
280.2hp (209kW)(SAE J1349) @1800rpm
Displacement: 466 cu.in.(7.6L), 6 Cylinder
Bore 4.25"" (108 mm) Diameter x 5.47"" (139 mm) Stroke
Torque: 940.3ft. lbs (1275Nm)@ 1,300 rpm
High Idle 1900 ¡¾ 25rpm, Low Idle 800 ¡¾ 10 rpm
Auto Idle System
Equipped with the Fuel Pre-filter with Water Separator
Radiator Reserve Tank
Three Stage Air Intake Filtering with Large Capacity Double Element Air Cleaner and Evacuate
Electronic Engine Speed Control
Engine Overheat and Low Oil Pressure Prevention System
"

Hydraulic DX350LC-7-US30

"Pilot Operated Control Valves, (9) Spools
Main Pump: Tandem Variable Axial Piston Type, Pressure Setting 4978 psi normal / 5263 psi boost
Pump flow: 2 X 92.5 gpm
Pilot Circuit, Gear Type Pump 6.3gpm (24lpm)
Swing Motor, Axial Piston Type
Swing Speed Control up to 9.5 RPM
Maximum Swing Torque 107,482.5 ft.lbs.(14860kgf-m)
Spring Set, Hydraulic-released Brakes
Travel Motor: Axial Piston Type (High, Low, Auto)
Travel Speed (High/Low): 3.5 mph / 2.1 mph
Maximum Tractive Force 83,554.5 ft.lbs.(37900kgf) in low speed
In-Shoe Design, Oil Disc Parking Brake
One-way/two way Auxiliary Hydraulics with 2-pump flow
"

Cab DX350LC-7-US30

"Steel, All Weather Sound Suppressed ROPS Type
Fully Automatic Heater and Air Conditioner with Radian Energy Photo Sensor
12V and 24V Power Sockets
8"" Multi-function Color LCD Touch Screen Monitor
Door Locks
Front Windshield Panto Wiper with Washer
Digital Blutetooth Audio Broadcasting MP3 Radio with Cell Phone integration
Audio Control Panel On/Off Switch, Control Volume, Channel Select
Switches:
Engine Speed Control Dial
Jog Switch for monitor display control
Auxiliary Mode Switch
Engine Emergency Stop Switch
Work Light Switch
Travel Speed Selector Switch
Breaker, Power-up, Shear Switch
Intelligent Floating Boom (optional)
Engine After Treatment System Switch
Wiper Control Panel

Safety Lock Lever
Ergonomic Leatherlike Operator Seat:
- Integrated Heater and Air Conditioner
- Air Suspension with Seat Belt (2"" Wide)
- Adjustable bottom cushion
- Lumbar Support Adjustment
- Adjustable Headrest
- Reclining, Height Adjustable
- Adjustable Arm Rests
- Sliding Control Console
- Height Adjustable Panels

Skylight
Pull Up Type Front Window
Removable Lower Front Window with Storage Behind Seat
Door Sliding Windows
Front Window Air Defroster
Travel Pedals with Hand Levers
Emergency Exit Glass Breaking Tool
Fully insolated Lunch Box Compartment
Quick Coupler Switch
Joystick Lever with 3 Switches, Two Button and One Rotate
Front and Rear Cup Holders
Room Light
Serial Communication Port for Laptop PC Interface (DMS)
Viscous Cab Mounts
Sun Screens for Top Hatch, Front Windshield and Rear Window
"

Electrical/Electronic Control System DX350LC-7-US30

"Advanced Mechatronics with Power Mode Control System to maximize machine efficiency and productivity
- Power Mode Select Button (P+,P,S,E)
- Work Mode Selector Button (Excavation, Lifting, Breaker and Shear)
- Electronic Power Optimizing System
  - Cross Sensing Pump Control

Machine Status Display with Integrated Self Diagnostics System
Adjustable LCD Color Display
Incorporated Camera Views
Auto Idle Control System plus One Touch Deceleration Button on Joystick
Engine Speed Control Dial
Power Boost Control Button on Joystick
Limp Home Mode Control Switch
Proximity Alarm Warning System
Proportional control for auxiliary hydraulics via roll switch on both joysticks
- Adjustable Auxiliary Flow and Pressure up to 10 presets

Alternator: 24 V, 100 amp
Batteries: (2) 12 V, 200 AmpH, 950 CCA
Starter: 24 V x 6 KW
Engine Emergency Stop Switch
Panto Wiper to cover the entire front windshield window
LED Lights: Working Light (2) Machine, (2) Boom
Smart Ignition Switch Key for remote control of engine start/stop and fdoor lock/unlock
Electric Horn
Hour Meter
"

Display Monitor and Warnings DX350LC-7-US30

"Main Warning Lamp
Warning Symbol Indicator for:
Battery, Engine oil pressure, Coolant overheated, Engine, Stop engine, Low fuel level, Hydraulic oil temp, Fuel System, Air cleaner clogged, Machine lift overload, Quick Coupler, Regen request, Low DEF level, Problem in SCR, VBO angle sensor failure, VBO joystick pressure sensor failure, EPPR valve failure, AGS, clogged Fuel filter, Ultrasonic sensor, Engine RPM and starting restriction or TMS failure, Coolant level, Seat belt, No smart key, Failed to detect smart key, Low battery smart key, DEF pressure, Hydraulic return filter clogged, Regen prohibited, Regeneration active, Manual regen, GPS antenna failure, GSM antenna failure, Satelite antenna failure, Check machine, Stop engine

Digital Clock
Alarm Buzzer for:
Engine Oil Pressure
Coolant Temperature
Electronic Monitor for:
Engine Coolant Temperature Gauge
Fuel Gauge
Hydraulic Oil Temperature Gauge
DEF (AdBlue¢ç) Level
Multi-function Touch Screen Display for:
Funcion Symbol Indicator (Power Boost, Auxiliary Hydraulic Pedal/Joystick Selector, Travel Speed, Work Light, Intelligent Floating Boom, ISO/BHL Pattern Control, Fine Swing

Indicator Display (USB, Auto Shutdown, ACC, Auto Warm Up, Joystic One-touch, VBO Limp Home Mode, Engine Preheat, EPOS/ECU/EPOS-ECU, Reverse Fan On, Mirror Heater, Bluetooth)

Favorite Button Indicator
Main Information Selector Button (Reset Trip, Trip Info, Soot Level, PM Service Info)
Main Information Indicator
Power Mode Selector Button Indicator (Power+, Power, Standard, Economy)
Power Mode Indicator
Auxiliary Hydraulics Selector Button (Unidirectional-Hammer or Bi-directional-Shear)
Audio Display
Auto Idle Indicator
Menu Selector Button
"

Undercarriage DX350LC-7-US30
"Track Guards and Chains with Adjusters
2 pairs of standard track guides per side
Track Rollers: (2) Upper, (9) Lower Each Side
31.5"" (800 mm) Triple Grouser Shoes, 48 Each Side
"

Other DX350LC-7-US30
"Joystick Pattern Change Valve
Centralized Lube Points
Large Handrail
Punched Metal Anti-slip Plates
Engine Restart Prevention System
Self-Diagnostic System
Manuals, Parts and Operator's
Ultra-hard Wear-resistant Disc at the Bucket Pivot

Vandalism Protection (All panels and fill points lockable)
GPS 3 Year Subscription
"

DX350LC-7-US30

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.
1/20/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MUNICIPAL CLERK AND CLERK OF COUNCIL TO PAY MEMBERSHIP DUES FOR VARIOUS ORGANIZATIONS, NECESSARY TO THE PERFORMANCE OF THEIR DUTIES FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

1/20/26

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* S.M.

21

ORDER AUTHORIZING THE MUNICIPAL CLERK AND CLERK OF COUNCIL TO PAY MEMBERSHIP DUES FOR VARIOUS ORGANIZATIONS, NECESSARY TO THE PERFORMANCE OF THEIR DUTIES FOR THE CITY OF JACKSON. S.M. 1/20/26

WHEREAS, the Department of Municipal Clerk and Clerk of Council requests annual membership dues to be paid to the following organizations in an amount not to exceed Five Thousand Dollars ($5,000.00):

International Institute of Municipal Clerk (IIMC)
Mississippi Municipal Clerks and Collectors Association (MMCCA)

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, IIMC is the premier organization for Municipal Clerks that has provided over 75 years of experience in improving the professionalism of Municipal Clerks; and

WHEREAS, IIMC is a source for educational programs, technical support, resources, and publications. Membership opens many doors, including the advanced academy, annual conference certification program, education, networking, professional support, publications, and resource center; and

WHEREAS, full members are Municipal Clerks who serve a legislative government body in an administrative capacity with management responsibilities and whose duties include custody of the official seal and execution of official documents, elections, financial management, general management, human resources management, management of Bylaws, Articles of Incorporation, ordinances, or other legal instruments, meeting administration, and records management; and

WHEREAS, MMCCA membership is open to any appointed Municipal Clerk, appointed Clerk of Council, or appointed Deputy Municipal Clerk or Deputy Clerk of Council. The denotation of "deputy clerk" shall mean a deputy municipal clerk or a deputy clerk of the council that is officially appointed by the governing authority; and

WHEREAS, the MMCCA works in conjunction with the Mississippi State University Extension Service to provide critical education and continuing education for members throughout the year. Annual dues are based on the population and the number of deputy clerks.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that IIMC and MMCCA professional association dues necessary to the performance of the Municipal Clerk, Deputy Clerks (City and Clerk of Council) and Clerk of Council duties and the membership accrue to the benefit of the municipality, and any benefit to the Municipal Clerk, Deputy Clerks (City and Clerk of Council) and the Clerk of Council is merely incidental in an amount not to exceed Five Thousand Dollars ($5,000.00).

Agenda Item No. 21
January 27, 2026
(Harris, Horhn)

IT IS FURTHER ORDERED that the Department of Municipal Clerk is authorized to pay the IIMC and MMCCA to renew membership dues for the Municipal Clerk, all Deputy Clerks (City and Clerk of Council) and the Clerk of Council.

Agenda Item No. _____
Date: January 13, 2026
By: Harris, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 30, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Membership dues to various organizations for municipal clerks, etc.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	
3.	**Who will be affected**	Municipal Clerk and Clerk of Councils
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
☐ ☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Municipal Clerk Clerk of Council
8.	**COST**	Varies, not to exceed $5,000.00
☐ X ☐ ☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	General Fund 001-428-00-6443 001-402-00-6443
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A _X_ AABE ____ % WAIVER yes ___ no ___ N/A _X_ WBE ____ % WAIVER yes ___ no ___ N/A _X_ HBE ____ % WAIVER yes ___ no ___ N/A X_ NABE ____ % WAIVER yes ___ no ___ N/A X

Revised 2-04

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

TO: Honorable Mayor John Horhn
Jackson City Council

FROM: Angela Harris, Municipal Clerk

DATE: January 30, 2025

RE: **Annual membership fees for Municipal Clerk and Clerk of Council**

The Municipal Clerk, Clerk of Council, Deputy City Clerks and Deputy Clerks of Council are all members of IIMC (International Institute of Municipal Clerks_ and MMCCA (Mississippi Municipal Clerks and Collectors Association) for training that will help assist in the performance of duties associated with our prospective duties.

To continue attending various conferences and workshops, payment remittance is required to keep said memberships active.

Thanking you in advance for approval of said membership renewals.

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BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. January 13, 2026 being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Vice President, Ward 5; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth I. Stokes, Ward, 3; Lashia Brown-Thomas, Ward 6 and Kevin Parkinson, Ward 7. Directors: John A. Horhn, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

* * * * * * * * * * * * * *

The meeting was called to order by **President Grizzell.**

* * * * * * * * * * * * * *

The invocation was offered by **Rev. Dr. Marek Walker, Pastor, Cherry Grove M.B. Church, WARD 3.**

* * * * * * * * * * * * * *

The Council recited the **Pledge of Allegiance.**

* * * * * * * * * * * * * *

The following individuals provided public comments during the meeting:

- **Virginia Hunter** expressed concerns regarding long-term issues with the neighbor.
- **Sunny Mayeaux** expressed concerns regarding JXN Water billing.
- **Tracy H. Smith III** expressed concerns regarding JXN Water billing.
- **Darlene Harris** expressed concerns regarding JXN Water billing.
- **David Archie** expressed concerns regarding JXN Water billing.

Note: Council Member Stokes joined the meeting during the discussion.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2428 LOCATED AT 0 WOODBURY RD– PARCEL #517-654– $550.00.

WHEREAS, the State of Mississippi received 0 Woodbury Rd. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on February 18, 2025 the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2428 located at 0 Woodbury Rd. parcel #517-654 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, based on stated requirements, Jones landscaped and contractor services, LLC submitted the lowest and best bid and through its representative, Donald Jones, agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 0 Woodbury Rd. Parcel 517-654 for the sum of $550.00; 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 $550.00.

SECTION 2 - COMPENSATION:

The city shall pay vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the vendor unless specified otherwise. The vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the city with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services, LLC** Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the vendor (i) shall violate any substantial provision of this contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the city may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the contract for cause does not preclude or prohibit the city from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

A. 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.

D.

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 vegetation, and remedy conditions on the property located at 0 Woodbury Rd., 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 $550.00 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 #** 517-654 bearing the **physical address** of 0 Woodbury Rd legally described as LOT 10 BLK A EAST BROADMOOR SUBN PART 5 MATURED FOR 2020 TAXES for **Case #** CE-24-2428:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: 12.17.25

CASE NO: CE-24-2428

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 0 Woodbury Rd

MAP / PARCEL: 517-654

SCOPE OF WORK: Cutting of grass and weeds, removal of trash and debris

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST	
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $550.00

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-24-1148 LOCATED AT 740 NIMITZ ST– PARCEL #629-171– $1,545.00.

WHEREAS, on September 23, 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 August 12, 2025, for Case #CE-24-1148 located at 740 Nimitz St parcel #629-171 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of vendors to either cut grass and weeds, remove trash and debris, and perform other work on property within the City of Jackson; and

WHEREAS, Jones Landscape and Contractor Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-24-1148 located at 740 Nimitz St. Jackson, MS 39209 with the quoted price of $1,545.00; 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 $1,545.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson

to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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 740 Nimitz St. Jackson, MS 39209 which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $1,545.00 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 #** 629-171 bearing the **physical address** of 740 Nimitz St. legally described as LOT 18 BLK H LARCHMONT SUBN PT 3 for **Case #** CE-24-1148:

Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: 12.17.25

CASE NO: CE-24-1148

CONTRACTOR: DONALD JONES
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 740 Nimitz St

MAP / PARCEL: 629-171

SCOPE OF WORK: Board up and secure structure, cut grass and weeds, remove trash and debris

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CAO: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $1,545.00

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 CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2472 LOCATED AT 0 LAWRENCE RD– PARCEL #517-136– $695.00.

WHEREAS, the State of Mississippi received 0 Lawrence Rd. due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety, and welfare remedied; and

WHEREAS, on February 18, 2025 the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2472 located at 0 Lawrence Rd. parcel #517-136 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, based on stated requirements, Jones landscaped and contractor services, LLC submitted the lowest and best bid and through its representative, Donald Jones, agreed to cut grass and weeds, remove trash and debris; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 0 Lawrence Rd. Parcel 517-136 for the sum of $695.00; 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 $695.00.

SECTION 2 - COMPENSATION:

The city shall pay vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.

B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.

C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.

D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the vendor unless specified otherwise. The vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the city with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Jones Landscape and Contractor Services, LLC Donald Jones 3172 Bilgray Drive Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the vendor (i) shall violate any substantial provision of this contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the city may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the contract for cause does not preclude or prohibit the city from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The city, at any time, may terminate this contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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 vegetation, and remedy conditions on the property located at 0 Lawrence Rd., 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 $695.00 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 #** 517-136 bearing the **physical address** of 0 Lawrence Rd legally described as LOT 9 NORTH BROADMOOR PT 2 MATURED FOR 2018 TAXES for **Case #** CE-24-2472:

Cut grass, weeds, fence line, shrubbery, Remove trash and debris.

EXHIBIT B

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: 12.17.25

CASE NO: CE-24-2472

CONTRACTOR: **DONALD JONES**
JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC
3172 BILGRAY DR
JACKSON MS 39212

LOCATION: 0 Lawrence Rd

MAP / PARCEL: 517-136

SCOPE OF WORK: Cutting of grass and weeds, removal of trash and debris

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____
INSPECTED BY: _____ **DATE:** _____
CAO: _____ **DATE:** _____
PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: **$695.00**

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 ANDERSON ENVIRONMENTAL SERVICE, 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-21-1986 LOCATED AT 0 ELLIS AVE. (FORMERLY 1525 ELLIS AVE) -- PARCEL #220-8-4– $349,500.00.

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; 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, Anderson Environmental Service, Inc. submitted the lowest bid and through its representative, Daryl Anderson, and agreed to demolish structure, remove debris and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 1525 Ellis Ave. Parcel 220-8-4 for the sum of $349,500.00; and

WHEREAS, Anderson Environmental Service, Inc. has a principal office address 783 Harris St. Jackson, MS 39202, 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 $349,500.00.

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within sixty (60) 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 Horhn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Anderson Environmental Service, Inc. Daryl Anderson 783 Harris St. Jackson, MS. 39202

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for

cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 – INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Contractor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.

D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).

E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:

1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;

2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or

4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 170l-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

B. The City of Jackson agrees to pay Anderson Environmental Service, Inc. 50% of the bid amount once 50% of the work has been completed. Upon successful completion of the project and approved by Community Improvement Division the other 50% will be paid.

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 Anderson Environmental Service, 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 0 Ellis Ave., (formerly 1525 Ellis Ave.) 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 $349,500.00 shall be paid to Anderson Environmental Service, 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 #220-8-4 bearing** the **physical address** of **1525 Ellis Avenue** legally described as BEG INT S/L HWY & W/L ELLIS S APP 210.4 FT TO POB S 66.7 FT SW/LY 247.87 FT W 337.83 FT S 111.4 FT NW/LY 211.3 FT N 768.65 FT E 133.55 FT N 225 FT TO S/L HWY 80 SE/LY 57.23 FT S 362.91 FT E 150.63 FT N 44.94 FT E 125 FT S 144.75 FT W 174.1 FT TO POB PT LOT 2 & 3 HARVEY PLACE SUBN IN SEC 7 T5N R1E & PT LOTS 4 5 & 6 N OF I-20 BLK C CHESSWOOD PARK PT 3 for **Case # CE-21-1986** :

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

THE CITY OF JACKSON MISSISSIPPI

City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

DATE: December 23, 2025

CASE NO: CE-21-1986

CONTRACTOR: Daryl Anderson
Anderson Environmental Services, Inc.
783 Harris Street
Clinton, MS 39056

LOCATION: 0 Ellis Ave (Formerly 1525 Ellis Ave)

MAP / PARCEL: 220-8-4

SCOPE OF WORK: Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.

PRE-WORK INSPECTION PERFORMED **DATE**

DATE ISSUED TO CONTRACTOR: _____ **ISSUED BY:** _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ **RECIEVED BY:** _____

	CONTRACTOR CHECK LIST		CODE ENFORCEMENT OFFICER CHECK LIST
	COPY OF THIS NOTICE TO PROCEED		FINAL INSPECTION COMPLETED
	WORK COMPLETION MEMO		PHOTOS
	INVOICE		MEMO
	DUMP RECEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ **DATE:** _____
INSPECTED BY: _____ **DATE:** _____
CAO: _____ **DATE:** _____
PAYMENT AUTHORIZED BY: _____ **DATE:** _____

QUOTE PRICE: $349,500.00

- **Contractor is responsible for calling 811 before demolition.**
- **Please call Donald Taylor at 601-906-3083 for gas to be disconnected.**

Council Member Stokes moved adoption; **Vice President Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * * * * * * * * * * *

APPROVAL OF THE DECEMBER 30, 2025 REGULAR 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.

* * * * * * * * * * * * * *

APPROVAL OF THE JANUARY 6, 2026 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.

* * * * * * * * * * * * * *

There came on for Introduction, Agenda Item No. 7:

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES. President Grizzell stated that said item would be placed on the next Regular Council agenda to be held on January 27, 2026.

* * * * * * * * * * * * * *

ORDER APPROVING CLAIMS NUMBER 33421 to 33483 APPEARING AT PAGES 156 TO 171 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $2,542,425.25 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 33421 to 33483 appearing at pages 156 to 171, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $2,542,425.25 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	281,751.82
TECHNOLOGY FUND	139,121.64
PARKS & RECR. FUND	53,237.36
LANDFILL/SANITATION FUND	29,976.44
STATE TORT CLAIMS FUND	3,000.00
EMPLOYEES GROUP INSURANCE FUND	554.00
PAYROLL FUND	1,088.89
HOUSING COMM DEV ACT (CDBG) FD	17,211.08
EMERGENCY SHELTER GRANT (ESG)	11,444.27
UNEMPLOYMENT COMPENSATION REVO	14,350.31
1% INFRASTRUCTURE TAX	853,348.35
TRANSPORTATION FUND	936,629.30
HAIL DAMAGE MARCH 2013	200,711.79
TOTAL	**$2,542,425.25**

Council Member Stokes moved adoption; **Vice President Hartley** seconded.

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President Grizzell recognized **Jillian Caldwell, Chief Financial Officer,** who provided a brief overview of the larger claims at the request of **President Grizzell.**

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President Grizzell recognized **Council Member Parkinson,** who moved; seconded by **Vice President Hartley,** to amend claims to reflect that "any item set to be paid from fund 9 to be paid with any available funds with the intent of reimbursing fund 9 when such funds are available." The motion prevailed by the following vote:

Yeas – Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – Brown-Thomas.
Absent – Stokes.

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President Grizzell recognized **Lorenzo Anderson, Director of Public Works,** who provided a brief overview of said item.

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Thereafter, **President Grizzell** called for a vote on said Order as amended.

ORDER APPROVING CLAIMS NUMBER 33421 to 33483 APPEARING AT PAGES 156 TO 171 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $2,542,425.25 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 33421 to 33483 appearing at pages 156 to 171, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $2,542,425.25 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	281,751.82
TECHNOLOGY FUND	139,121.64
PARKS & RECR. FUND	53,237.36
LANDFILL/SANITATION FUND	29,976.44
STATE TORT CLAIMS FUND	3,000.00
EMPLOYEES GROUP INSURANCE FUND	554.00
PAYROLL FUND	1,088.89
HOUSING COMM DEV ACT (CDBG) FD	17,211.08
EMERGENCY SHELTER GRANT (ESG)	11,444.27
UNEMPLOYMENT COMPENSATION REVO	14,350.31
1% INFRASTRUCTURE TAX	853,348.35
TRANSPORTATION FUND	936,629.30
HAIL DAMAGE MARCH 2013	200,711.79
TOTAL	**$2,542,425.25**

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Abstention – Stokes.
Absent – None.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 33421 TO 33483 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 33421 to 33483 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $96,374.28 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		2,731,388.86
PARKS & RECR FUND		81,414.22
LANDFILL FUND		27,305.90
WATER/SEWER OPER & MAINT		45,959.28
PAYROLL	89,035.62	
HOUSING COMM DEV		5,545.71
TITLE III AGING PROGRAMS		4,700.07
TRANSPORTATION FUND		18,806.45
PEG ACCESS-PROGRAMMING FUND		2,504.04
ZOOLOGICAL PARK		32,960.43
NLC-MUNICIPAL REIMAGINING COMM		3,903.39
TOTAL		**$2,954,488.35**

Council Member Stokes moved adoption; **Vice President Hartley** seconded.

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President Grizzell recognized **Jillian Caldwell, Chief Financial Officer,** who provided a brief overview of said item.

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Thereafter, **President Grizzell** called for a vote on said Order.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * * * * * * * * * * *

RESOLUTION URGING THE MISSISSIPPI LEGISLATURE TO PASS LOCAL AND PRIVATE LEGISLATION DURING THE CURRENT LEGISLATIVE SESSION WHICH EXTENDS THE REPEAL DATE OF THE LOCAL AND PRIVATE LAW THAT CREATED THE JACKSON CONVENTION AND VISITOR'S BUREAU TO JULY 1, 2033 AND FURTHER URGING THE MISSISSIPPI LEGISLATURE TO AUTHORIZE AN INCREASE OF THE LEVY OF THE TOURISM TAX CURRENTLY LEVIED ON HOTELS AND MOTELS BY ONE PERCENT (1%) AND ON RESTAURANTS BY ONE-HALF OF ONE PERCENT (.5%) FOR THE PURPOSE OF PROVIDING FUNDS TO THE JACKSON CONVENTION AND VISITOR'S BUREAU.

WHEREAS, the Mayor recommends that the governing authorities pass a resolution urging the Mississippi legislature to pass local and private legislation during the current legislative session, which extends the repeal date of the local and private law that created the Jackson Convention and Visitor's Bureau; and

WHEREAS, the Mayor recommends that the governing authorities also urge the Mississippi legislature to authorize an increase in the current tourism tax levied on hotels and motels by one percent (1%) and on restaurants by one-half of one percent (.5%) for the purpose of providing funds to the Jackson Convention and Visitor's Bureau; and

WHEREAS, the Jackson Convention and Visitor's Bureau was created by local and private legislation in 1999; and

WHEREAS, the local and private legislation which created the Jackson Convention and Visitor's Bureau was codified at Chapter 909 Local and Private Laws of 1999; and

WHEREAS, the referenced local and private legislation has been amended during multiple legislative sessions since 1999; and

WHEREAS, House Bill 1565 was passed during the 2022 legislative session and was the last amendment to the referenced local and private legislation; and

WHEREAS, House Bill 1565 included a provision which extended the repeal date for the Jackson Convention and Visitor's Bureau from July 1, 2022, to July 1, 2026; and

WHEREAS, the City of Jackson recently hosted a successful National Folk Festival and is slated to host the National Folk Festival in the years 2026 and 2027; and

WHEREAS, Jackson Convention and Visitor's Bureau had a vital part in the National Folk Festival's success; and

WHEREAS, the Jackson Convention and Visitor's Bureau's participation is necessary for continued success with the hosting of the National Folk Festival in the years 2026 and 2027; and

WHEREAS, the Jackson Convention and Visitor's Bureau's existence is also vital to the promotion of tourism and creation of economic opportunities in Mississippi's capital city; and

WHEREAS, the Jackson Convention and Visitor's Bureau also need adequate funding to support its endeavors; and

WHEREAS, increasing the current tourism tax levied on hotels and motels by 1% and on restaurants by one-half of one percent (.5%) is reasonable.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THE FOLLOWING:

The Mississippi Legislature is urged to pass during the current legislative session local and private legislation which extends the repeal date for the Jackson Convention and Visitor's Bureau's authority from July 1, 2026 until July 1, 2033.

The Mississippi Legislature is urged to pass, during the current legislative session, local and private legislation authorizing an increase in the tourism tax currently levied on hotels and motels by one percent (1%), effective July 1, 2026.

The Mississippi Legislature is urged to pass, during the current legislative session, local and private legislation authorizing an increase in the tourism tax currently levied on restaurants by one-half of one percent (.5%), effective July 1, 2026.

SO RESOLVED by the Jackson City Council on this the 13th day of January 2026.

Council Member Stokes moved adoption; **Council Member Parkinson** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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There came on for consideration, Agenda Item No. 13:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND DAIGLE LAW GROUP, LLC FOR POLICY DEVELOPMENT, TRAINING, AND LAW ENFORCEMENT POLICY REVISION AND DEVELOPMENT AND COMPLIANCE SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT. Said item was pulled by the Administration.

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ORDER RATIFYING PAYMENT TO UPCHURCH SERVICES, LLC PURSUANT TO THE EMERGENCY DECLARATION FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, on October 11, 2025, the air conditioning unit stopped working in the building that houses the City's internet and data storage servers; and,

WHEREAS, due to the immediate threat to the preservation of public order and health at the Department of Information Technology, the Department consulted with the Care and

Maintenance Division of the Department of Public Works to act swiftly to minimize discomfort of personnel who work in the building and disruption of operations within the facility that stores the City's data by authorizing Upchurch Services, LLC to evaluate and perform repairs; and,

WHEREAS, the malfunction was first observed on October 11, 2025, and immediate troubleshooting efforts were set in place to resolve the issue. Upchurch Services, LLC, Post Office Box 709, Horn Lake, Mississippi 38637, assessed the problem and found the unit not running properly; and,

WHEREAS, in accordance with Miss. Code Ann. § 31-7-13(k), the City submits to the governing authorities an emergency declaration, a copy of which is attached to this Order and made part of these minutes; 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. Upchurch Services, LLC has presented Invoice No. 20029 dated December 02, 2025, for $8,357.57; and,

WHEREAS, the Department of Information Technology 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 $8,357.57 be paid to Upchurch Services, LLC, in accordance with the respective invoice for goods and services received under the emergency procurement authorization.

Council Member Stokes moved adoption; **Vice President Hartley** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND THE SALVATION ARMY FOR THE USE OF 24 EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PROVIDE HOMELESS PREVENTION AND EMERGENCY SHELTER.

WHEREAS, the Department of Planning and Development is recommending that the mayor be authorized to execute a contract with the Salvation Army, a Georgia Corporation qualified to do business in the State of Mississippi, to provide homeless prevention and emergency services; and

WHEREAS, on August 13, 2024, the City Council adopted an Order authorizing the mayor to submit the City of Jackson's 2024 One-Year Action Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

WHEREAS, the ESG component of the 2024 Annual Action Plan allocated funding for undetermined public service organizations for the 2023-2024 funding year; and

WHEREAS, the performance period for utilization of the ESG funds allocated commenced on November 27, 2024 and ends on November 26, 2026; and

WHEREAS, after evaluating an application submitted by the Salvation Army, the Department of Planning and Development recommends that the Salvation Army be awarded the sum of $25,000.00; and

WHEREAS, the proposed agreement with the Salvation Army accompanies this order and is incorporated as if fully reprinted; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the contract.

IT IS, ORDERED that an agreement may be executed with the Salvation Army for the use of ESG funds not to exceed $25,000.00.

IT IS, ORDERED that the contract with the Salvation Army is incorporated and included in this order as if fully reprinted, and the clerk of council shall ensure that the agreement is included in the minutes.

2024 ESG Contract
THE SALVATION ARMY, A Georgia Corporation
Project Title: The Salvation Army Jackson – Emergency Shelter
Project/Grant Number: E-24-MC-28-0003

2024 ESG AGREEMENT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
THE SALVATION ARMY

THIS AGREEMENT is by and between the City of Jackson (herein called the "CITY") and The Salvation Army, A Georgia Corporation, (herein called the "subrecipient").

WHEREAS, the CITY has applied for and received funds from the United States Government under the Emergency Solutions Grant Program, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the CITY wishes to engage the subrecipient to assist in utilizing such ESG funds in eligible activities related to the ESG Program components. The subrecipient agrees to use said funds pursuant to this AGREEMENT to pay for necessary and reasonable costs allowable under federal law and regulations to operate said ESG program only. Said amounts shall include and will be limited to: Emergency Shelter Operations, as set forth in 24 CFR §576.104. Allowable program costs are detailed in the Budget, as set forth in **Exhibit A**. The subrecipient's failure to perform as required may, in addition to other remedies set forth in this AGREEMENT, result in readjustment of the amount of funds the ESG RECIPIENT is otherwise obligated to pay to the subrecipient pursuant to the terms hereof.

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE I - TERM

1.1 **Term -** Services of the subrecipient shall start on the **22ND** day of **October, 2025** and end on the **30th** day of **September, 2026**. The term of this Contract and the provisions herein may be extended to cover any additional time period during which the subrecipient remains in control of Emergency Solutions Grant funds (Catalog of Federal Domestic Assistance program #14.231) or other assets including program income.

ARTICLE II – AWARD AND USE OF FUNDS

2.1 **Statement of Work, Implementation Schedule -** CITY shall provide subrecipient a grant in an amount not to exceed **Twenty five thousand dollars and no cents ($25,000.00).** The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement from the CITY's 2022 U.S. Department of Housing and Urban

Development, (hereinafter referred to as HUD), Emergency Solutions Grant (hereinafter referred to as ESG). ESG funds shall be expended in strict accordance with subrecipient's budget which is incorporated herein and attached hereto collectively as Exhibit "A" and hereinafter referred to as the "Scope of Services".

The subrecipient represents and warrants that it has made no false statements to the CITY in the process of obtaining this award of the ESG Funds.

2.2 **Matching Funds** – subrecipient agrees to match dollar-for-dollar the ESG funding provided by HUD with funds from other public or private sources. The matching contributions must be provided after the date the contract agreement is executed. Eligible sources of matching contributions are outlined in 24 CFR 576.201(a-f).

2.3 **Payments/Reimbursements** - subrecipient agrees to submit monthly reimbursements to the Office of Housing and Community Development (OHCD) by the 5th of each month for eligible expenses only. To qualify for reimbursement, individual costs must be incurred during the contract period. All requests for reimbursements must comply with City of Jackson's Invoicing/Reimbursements Procedure as outlined in the ESG Subrecipient Compliance Manual. Subrecipient agrees to comply with financial management procedures defined in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

ARTICLE III – NON-PROFIT STATUS

The subrecipient certifies that:

- The subrecipient is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of Mississippi and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The subrecipient has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this AGREEMENT by the subrecipient has been fully authorized by all requisite actions on the part of the subrecipient.
- If the subrecipient's non-profit status changes at any time during this AGREEMENT, it will advise the ESG RECIPIENT within 15 days.
- If the subrecipient is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the ESG program, for their services.
- As a non-profit, the subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR § 200.

ARTICLE IV- PROGRAM REQUIREMENTS

4.1 **Compliance** - The **subrecipient** shall become familiar with and agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, including but not limited to 24 CFR Part 5, 2 CFR Part 200; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including City of Jackson's ESG Subrecipient Compliance Manual.

4.2 **Continuum of Care (CoC)** – The subrecipient must be an active participating member in good standing with the Central MS-500 CoC, as evidenced by certification by the Subrecipient."

4.3 **Coordinated Entry System** – The subrecipient shall participate in the Coordinated Entry system established by the Central MS Continuum of Care – MS-500.

4.4 **Data Collection Systems - Homeless Management Information System (HMIS)-** The subrecipient shall become familiar with and comply with HMIS, the information system designated by Central MS Continuum of Care MS-500 to comply with the requirements of CoC Program interim rule 24 CFR 578. The subrecipient agrees to enter data on all persons served and all activities assisted under the ESG program into the applicable community-wide HMIS database as outlined in 24 CFR 576.400(f) and comply with any applicable CoC standards on Data Quality, Data Privacy and Data Security.

4.5 If subrecipient is funded through this Agreement to provide services under the Homelessness Prevention Component of ESG, subrecipient shall provide assistance to individuals and families whose household income is no greater than thirty (30%) percent of the Area Median Income (AMI) and qualifies for Homelessness Prevention assistance according to "At Risk of Homelessness" as defined at 24 CFR 576.2, or "Homeless" as defined in paragraphs (2), (3), or (4) of the definition at 24 CFR 576.2. To determine the annual income of an individual or family, the subrecipient must use the standard for calculating annual income under 24 CFR 5.609.

4.6 **Connecting Program Participants to Mainstream and other Resources** - The subrecipient must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR 576.401(d).

4.7 **Subrecipient** shall ensure the confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance as set forth in 42 U.S.C.

11375(c)(5).

4.8 Subrecipient shall comply with the Violence Against Women Act requirements set forth in 24 CFR, Part 5 subpart L, including the provision of any applicable requirements in rental assistance agreements and leases as specified in 24 CFR 576.106 (e) and (g).

4.9 **Termination** - subrecipient may terminate ESG assistance to any program participant that violates ESG program requirements as outlined in 24 CFR 576.402.

4.10 **Client Evaluation** - The subrecipient must conduct initial evaluations and re-evaluations to determine the eligibility of each individual or family's eligibility for ESG assistance in accordance with 24 CFR § 576.401, 24 CFR 576.500(a), (b), (c) and any applicable ESG flexibilities and waivers. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e).

4.11 **Client Intake Procedure** - The subrecipient shall implement a written intake procedure which documents program participant's homeless status in compliance with HUD's requirements. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third (See 24 CFR 576.500). Using the verification forms consistent with HUD's recordkeeping requirements, the written procedure, at a minimum should include:

A. Definition of Homeless (Refer to 24 CFR 576.2);
B. Update on categories under homeless;
C. Which category and under which definition participant is eligible;
D. Requirements on how case management services are provided, i.e., meeting with the client at least monthly;

E. A tracking sheet in each client's file documenting client's homeless status and category.

4.12 **Re-evaluation for Homelessness Prevention and Rapid Re-housing Assistance** - The subrecipient must re-evaluate the program participant's eligibility and the type and amount of assistance the program participant need, not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

4.13 **Case Management** - subrecipients shall provide case management to all ESG program participants, including connecting program participants to mainstream and other resources

as outlined in 24 CFR 576.401(d). Case Managers must meet with program participants at least once a month (24 CFR 576.401(e).

4.14 **Annual Income** - When determining the annual income of an individual or family, the subrecipient must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

ARTICLE V- SHELTER AND HOUSING STANDARDS

5.1 **Lead-based Paint Remediation and Disclosure** - The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

Assignment of Responsibilities

By this AGREEMENT, the subrecipient will accept assignment from the ESG RECIPIENT of all responsibilities set forth in Subpart K of 24 CFR 35.

Compliance with Subpart K

The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this AGREEMENT, the ESG RECIPIENT requires that the subrecipient comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs"). The subrecipient shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:

- A visual assessment of all painted surfaces in order to identify deteriorated paint. When a lead paint inspection is required (i.e. pre-1978 units that are occupied or will be occupied by families with children under 6 years of age or pregnant women), it must be completed by a HUD-certified Visual Assessor. The inspection can be done visually remotely as part of the Habitability Inspection process when an in-person visual assessment is not possible. Once it is safe to resume standard operating procedures and conduct an in-person visual assessment, the subrecipient should prioritize inspecting units that house pregnant women or children under the age of 6;
- Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §§ 35.1330(a) and (b), before occupancy of a vacant dwelling unit or, where a unit is occupied, immediately after receipt of Federal assistance.

- Ongoing lead-based paint maintenance activities into regular building operations, in accordance with § 35.1355(a), if the dwelling unit has a continuing, active financial relationship with a Federal housing assistance program, except that mortgage insurance or loan guarantees are not considered to constitute an active programmatic relationship for the purposes of this part; and
- Notice to occupants in accordance with §§ 35.125(b)(1) and (c), describing the results of the clearance examination.

Notification of LBP Hazard

The subrecipient shall provide to all occupants of housing:

1. In accordance with Section 35.130 of the LBP Regs - the LBP hazard information pamphlet. The pamphlet shall be the EPA/HUD/Consumer Product Safety Commission lead hazard information pamphlet or an EPA-approved equivalent.

- The current form and version of the pamphlet can be found at:
- https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf

2. In accordance with 24 CFR 35, Subpart A, all available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit.

3. In accordance with 24 CFR 35, Subpart A, notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and hazard reduction work.

Exemptions

Section 35.115(a) provides exemptions from Subparts B through R. For example, lead-based paint requirements do not apply to emergency rental assistance if the assistance lasts less than one hundred (100) days.

5.2 **Minimum Standards for Emergency Shelters** - Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR 576.403(b) (1-11).

5.3 **Minimum Standards for Permanent Housing** - The subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR 576.403(c)(1-10).

ARTICLE VI - OTHER FEDERAL REQUIREMENTS

6.1 **Civil Rights Compliance**

2024 ESG Contract
THE SALVATION ARMY, A Georgia Corporation
Project Title: The Salvation Army Jackson – Emergency Shelter
Project/Grant Number: E-24-MC-28-0003

A. **Nondiscrimination and Equal Opportunity** - The subrecipient agrees to comply with the non-discrimination and equal opportunity requirements at 24 CFR Part 5, as amended.

B. **Rehabilitation Act Requirements** - subrecipient agrees to comply with HUD's implementing regulations at 24 CFR Part 8, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

6.2 **Outreach Activities** - The subrecipient agrees to make known that use of its facilities and services is available to all on a nondiscriminatory basis. The subrecipient agrees that if it determines that its procedures to make known the availability of its facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the subrecipient will establish additional procedures that will ensure that such persons are made aware of the facilities and services. The subrecipient will adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

6.3 **Nondiscriminati...** - The subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as ...nded, Title VIII of the Civil Rights Act of 1968 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

6.4 **Land Covenants** - This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 470, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements

erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6.5 Affirmative Action

A. **Access to Records** - The subrecipient shall furnish and cause each of its contractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

B. **Notifications** - The subrecipient will send to each labor union or representative of workers, if it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. **Subcontracts** - The subrecipient will include the provisions of Paragraph VI - A. Civil Rights Compliance in every subcontract specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

6.6 Applicability of OMB Circulars - The subrecipient will comply with the policies, guidelines and requirements of 2 CFR 200.

6.7 Conflicts of Interest - In addition to the Codes of Conduct requirements 2 CFR 200, , no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the CITY or subrecipient or of any designated public agency, that receives ESG funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. An exception to this exclusion may be provided upon HUD approval.

The subrecipient should also ensure that any employee, agent, consultant, officer or elected or appointed official of the CITY or subrecipient, although not having a personal or financial interest to a contract, should not have access or decision making authority regarding the subject contract, which would give the appearance of impropriety or conflict

of interest based upon their access to materials related to the subject contract through other agencies or positions they may have or be involved.

The subrecipient must not conduct the initial evaluation or provide homelessness prevention assistance to persons living in property owned by the subrecipient or a parent or subsidiary of the subrecipient, as specified in 24 CFR 576.404(a).

The subrecipient may not condition the acceptance of assistance on the participant's acceptance of housing owned by the recipient or subrecipient or parent or subsidiary of subrecipient, as specified in 24 CFR 576.404(a).

subrecipient must keep records to show compliance with the organizational conflicts-of-interest requirements in 576.404(a), a copy the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

6.8 Environmental Review Responsibilities - The subrecipient agrees to comply with the following regulations insofar as they may apply to the performance of this contract:

A. **Clean Air Act**, 42 U.S.C., 1857, et seq.;

B. **Federal Water Pollution Control Act**, as amended, 33 U.S.C. 1251, et seq., as amended, and 1318 in relation to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

C. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

D. The subrecipient does not assume CITY's environmental responsibilities under the National Environmental Policy Act of 1969 and HUD Environmental Review Procedures described at 24 CFR Part 58. However, temporary shelters are exempt from Environmental Requirements under the CARES ACT.

E. The subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

F. The subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for an aggregate project or activity under this part, or commit or expend ESG or local funds for eligible activities under this part unless and until ESG RECIPIENT has performed an environmental review under 24 CFR part 58 and the subrecipient has received HUD approval of the project.

6.9 **Intergovernmental Review -** The subrecipient does not assume the CITY's responsibility for the review process requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52.

6.10 **Audits and Inspections -** Subrecipients which expended in the aggregate more than seven hundred fifty thousand dollars ($750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the subrecipient. Thus, subrecipient hereby agrees to provide the CITY a copy of subrecipient's **annual audit(s)** within 180 days after the subrecipient's fiscal year ends. Said audit(s) shall be performed by an independent Certified Public Accountant and shall specifically cover subrecipient's activities and expenditures of ESG funds for the term of this Contract in conformance with the Single Audit Act of 1984 as Amended in 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

It is necessary for the CITY to be able to identify the ESG grant revenue through the financial documents provided by the subrecipient. Thus, subrecipient hereby agrees to provide the CITY a copy of subrecipient's **annual financial statement(s)** within 180 days after the subrecipient's fiscal year ends. Said financial statement(s) shall be in compliance

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with generally accepted accounting principles and shall be performed by an independent Certified Public Accountant. Said financial statement(s) shall specifically cover subrecipient's activities and expenditures of ESG funds for the term of this Contract. The financial statement(s) submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

All subrecipient records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within 30 days after receipt by the subrecipient. A written response must be submitted to the CITY by the subrecipient detailing the corrective action taken to address the deficiencies.

Failure of the subrecipient to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

6.11 **Lobbying and Disclosure Requirements** - By entering this Contract, the subrecipient certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. The subrecipient understands that this certification is a material representation of fact upon which reliance by CITY was placed when this transaction was made or

entered into, and submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

ARTICLE VII – RELOCATION, ACQUISITION AND DISPLACEMENT

7.1 The **subrecipient** agrees to comply with 49 CFR part 24, which contain the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) relating to acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses and non-profit organizations occurring as a direct result of any acquisition of real property utilizing grant funds. The subrecipient agrees to comply with applicable CITY ordinances, resolutions, and policies concerning displacement of individuals from their residences.

ARTICLE VIII – RECORDKEEPING AND REPORTING REQUIREMENTS

8.1 Record Keeping

A. The subrecipient agrees to maintain a sound fiscal management and accounting system and will allow the CITY, HUD, the Comptroller General of the United States, the Audit Department of the State of Mississippi, or any of their authorized representatives access to any and all books, documents, papers and records of subrecipient for the purpose of making audit examinations, excerpts, and transcriptions.

B. The subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets the ESG program's objectives of providing shelter and services, and eligibility requirements as specified in 24 CFR Part 576.100;
3. Records documenting evidence of program participants eligibility as either "homeless" or "at risk of homelessness", as applicable (24 CFR 576.500);
4. Records for each individual or family determined to be ineligible to receive ESG assistance, including documentation of reason for the determination;
5. Records for program participants who receive homelessness prevention

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assistance, or who receive rapid re-housing assistance longer than one year documenting annual income as required by 24 CFR 576.500(e);

6. Records for rental assistance must include copies of all leases and rental agreements, payments made to owners, and supporting documentation for these payments, including dates of occupancy by program participants;
7. Records to document the monthly allowance of utilities (excluding telephone) used to determine compliance with rent restriction;
8. Records documenting compliance with shelter and housing standards in 24 CFR 576.403, including inspection reports;
9. Records documenting compliance with the fair housing and equal opportunity components of the programs (24 CFR 576.407);
10. Records documenting compliance with the requirements of 24 CFR 576.400 for consulting with the Continuum of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs;
11. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
12. Records documenting compliance with the homeless participation requirements in 24 CFR 576.405;
13. Data on emergency transfers requested under § 576.409, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
14. Financial records showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under "§§ 576.101 through 576.109, financial management in 2 CFR 200.302, and the cost principles in 2 CFR part 200, subpart E. The subrecipient must retain records of the receipt and use of program income.

8.2 Retention - The subrecipient agrees that all records pertaining to each fiscal year of ESG funds must be retained for the greater of five (5) years or the period specified and outlined in 24 CFR 576.500(y)(1-3).

8.3 Disclosure - The subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly

connected with the administration of the CITY's or subrecipient's responsibilities with respect to services provided under this Contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

The subrecipient must develop and implement written procedures to ensure:(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

8.4 Reports

A. Monthly Status Report - The subrecipient shall submit to the CITY regular Monthly Status Reports detailing the progress of the subrecipient. Such reports shall be submitted within five days after the end of each month and shall be in the form and content required by the CITY. The reports should include financial information, accomplishments and program activities accomplished during the period and any other information which will allow the CITY to adequately assess subrecipient's performance.

B. Program Income - If applicable, the subrecipient shall report monthly all program income (as defined in 2 CFR 200.80) generated by activities carried out with ESG funds made available under this Contract. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

The use of program income by the subrecipient shall comply with the requirements pursuant to 2 CFR 200. All unused program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY.

ARTICLE IX- UNIFORM ADMINISTRATIVE REQUIREMENTS

9.1 Compliance - The subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

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9.2 Close-Outs – The subrecipient's obligations to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the CITY), and determining the custodianship of records.

9.3 Independent Contractor - Nothing contained in this Contract is intended to create an employer/employee relationship and nothing shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this contract.

9.4 Workers' Compensation - If applicable, the subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

9.5 Insurance - The subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The subrecipient shall comply with the requirements of 2 CFR 200.

9.6 Grantor Recognition - The subrecipient shall insure recognition of the role of the City of Jackson in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the subrecipient will include a reference to the support provided herein in all publications.

ARTICLE X -CONDITIONS FOR RELIGIOUS ORGANIZATIONS

10.1 If the **subrecipient** is a religious organization, the subrecipient agrees that in addition to, and not in substitution for, other provisions of this Contract regarding the provision of services with ESG funds, the subrecipient:

A. Represents that subrecipient is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes, which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

B. Agrees to comply with 24 CFR 5.109.

ARTICLE XI -SUSPENSION AND TERMINATION OF CONTRACT

11.1 Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Statement of Work in Section II may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the subrecipient under this Contract shall, at the option of the CITY, become the property of the CITY, and subrecipient shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.

11.2 The CITY may also suspend or terminate this Contract, in whole or in part, if the subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the subrecipient ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the subrecipient is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said Contract funds until such time as the subrecipient is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.

ARTICLE XII- AMENDMENTS

12.1 The **CITY** or subrecipient may amend this Contract provided that such amendments make specific reference to this Contract, are authorized by the governing body of each entity, and are executed in writing, signed by a duly authorized representative of both organizations. The CITY, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

ARTICLE XIII - EMPLOYMENT RESTRICTIONS

13.1 **Prohibited Activity -** The subrecipient is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

13.2 **OSHA** - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

13.3 **Safe Work Environment** - Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

13.4 **Compliance with Housing and Urban Development Act of 1968 Section 3 As Amended -**

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Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and binding upon the CITY, the subrecipient and any subcontractor. Failure to fulfill these requirements shall subject the CITY, the subrecipient and any subcontractor, their successors and assigns, to those sanctions specified by the contract through which federal assistance is provided.

The subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

> "The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. 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 areas of the project."

The subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

The subrecipient agrees to send each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The subrecipient will include the Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE XIV - HATCH ACT

14.1 The subrecipient agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

ARTICLE XV -DAVIS-BACON ACT

15.1 The provisions of the Davis-Bacon Act (40.U.S.C. 276a to 276 a-5) do not apply to the ESG Program.

ARTICLE XVI – SUBCONTRACTS

16.1 The subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the CITY prior to the execution of such Contract.

The subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

The subrecipient shall cause all of the provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

The subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

ARTICLE XVII –COPYRIGHT

17.1 If this Contract results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

ARTICLE XVIII - PERFORMANCE MONITORING

18.1 The **CITY** will monitor the performance of the subrecipient against goals and performance standards as required herein and described in Exhibit A. The subrecipient shall report such performance on measures quarterly to the CITY, in a format determined by the CITY. Substandard performance as determined by the CITY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the subrecipient within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

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ARTICLE XIX – ASSIGNABILITY

19.1 The subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the CITY.

ARTICLE XX - DRUG-FREE WORKPLACE REQUIREMENTS

A. The subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about -

1. The dangers of drug abuse in the workplace;
2. The subrecipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:
1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
3. Notifying the CITY within ten days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction;

E. Taking one of the following actions, within 30 days of receiving notice under

subparagraph D(2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

ARTICLE XXI – INDEMNIFICATION

The subrecipient hereby indemnifies CITY in the total amount of **Twenty-five thousand dollars and no cents ($25,000.00)** against subrecipient's failure to comply with any of the terms and conditions of this Contract or any ESG Regulations, federal laws, or State statutes which result in an audit exception and ultimate request by HUD or any division of the State of Mississippi for the return of funds spent in non-compliance with HUD guidelines or the laws of the State of Mississippi.

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IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By:_____
John A. Horhn, Mayor
Date:_____

Attest:_____
Clerk Office

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By: _____
John Dorsa
Board President

_____
Timothy Delaney
Executive Director

Attest: _____

Date: _____

Print Name: _____

Title: _____

Docusign Envelope ID: 6CEF1D41-909F-4EA7-9EC4-CA0E645C36C1

Addendum # 1 to Agreement # E-24-MC-28-0003
Recipient's Indirect Cost Rate(s)

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☒ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official: Chokwe A. Lumumba

Signature: x

Date (mm/dd/yyyy): 11/7/2025

Title: Mayor

Instructions for the Recipient's Authorized Representative:
You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

EXHIBIT
A

PROJECT DESCRIPTION 2025-2026 Performance Year

Name of Agency: The Salvation Army Jackson ESG

The Salvation Army's **Emergency Solutions Grant (ESG) program** in partnership with the **City of Jackson** is designed to support individuals and families experiencing homelessness—particularly those residing in the Jackson metropolitan area. Our primary focus is on Emergency Shelter, which includes:

- Intensive, holistic case management
- Assistance in helping an individual find resources within the community to help them
- Referrals and connections to other supportive services and programs the client may qualify for

Through this program, we anticipate serving **at least 90 individuals** who are either currently homeless or at immediate risk of becoming homeless.

In addition, The Salvation Army's **Social Services Department** will utilize **other funding source**, which is **strictly designated** to help prevent homelessness. This funding will be used exclusively for **Homelessness Prevention (HP)** and **Emergency Shelter)** for City of Jackson residents affected by job loss, illness, or the death of a primary income earned during this time.

Our outreach begins with individuals staying in our **emergency and transitional shelters**. From there, we apply a **holistic case management approach**, assessing each client's unique needs and creating a personalized plan that guides them toward stability. This includes:

- Referrals to **Hinds Behavioral Health Services** when mental health support is needed
- Encouraging and connecting clients to free and routine **medical care**
- Leveraging every opportunity to coordinate **ESG-funded services** with other community resources and support programs

All program participants will receive case management. While financial assistance is expected to be **short-term,** the goal is to help individuals and families stabilize quickly and move toward long-term independence.

Right now, the City of Jackson continues to feel the economic and social effects of COVID-19. Thousands have lost jobs, been laid off, or are grieving the loss of a household's primary earner. Our priority is to prevent as many of these residents as possible from falling into homelessness—using every available resource to protect and stabilize our community.

A complete project description should include activities to be undertaken. The description section should define the **who**, **what**, **where**, and **how** many will benefit from the activities. It should specify how the project will ensure that the intended beneficiaries are served.

21

Council Member Stokes moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * * * * * * * * * * *

ORDER AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE WILLIAM MONROE TROTTER COLLABORATIVE FOR SOCIAL JUSTICE AT HARVARD KENNEDY SCHOOL OF GOVERNMENT.

WHEREAS, the City of Jackson, Mississippi ("City"), acting through its Mayor and City Council, is committed to advancing evidence-based public safety strategies; and

WHEREAS, the William Monroe Trotter Collaborative for Social Justice at the Harvard Kennedy School of Government ("Trotter Collaborative") engages in applied academic policy research; and

WHEREAS, the City and the Trotter Collaborative desire to enter into a Memorandum of Understanding ("MOU") to identify technology, efficiency metrics, and policy strategies to mitigate violent crime and police staffing shortages; and

WHEREAS, the Mayor and City Council find that approval of the MOU serves a valid public purpose.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

1. The MOU between the City of Jackson and the William Monroe Trotter Collaborative for Social Justice, attached hereto as Exhibit A and incorporated herein by reference as if fully set forth, is hereby approved and adopted.

2. The Mayor is authorized to execute the MOU on behalf of the City.

3. The MOU creates no financial obligation unless separately approved by the City Council.

4. This Order shall take effect from and after its adoption.

MEMORANDUM OF UNDERSTANDING
The William Monroe Trotter Collaborative for Social Justice
Harvard Kennedy School of Government
and
The City of Jackson, Mississippi

This Memorandum of Understanding will govern the terms and responsibilities of the engagement between the William Monroe Trotter Collaborative for Social Justice at the Harvard Kennedy School of Government ("the team"), and the City of Jackson, Mississippi ("the City") in an effort to aid in the identification of technology, efficiency metrics, and policy strategies that mitigate violent crime and offset police staffing shortages. This MOU commences with the first phase of work that will begin with students in January 26, 2026, and may be implemented by the team and client over the course of the Harvard Kennedy School academic year ending June 30, 2026.

Section 1. Academic Commitments.

1. Any content or materials derived from this agreement or related activities must prominently credit the students and the teaching team, with their names and contributions acknowledged in all relevant documents and associated works.
2. This work of the Trotter Collaborative and the course is an academic, pedagogical, and advocacy initiative. As such, students are expected to maintain rigorous academic independence, which necessitates providing them with unfettered access to relevant experts, stakeholders, community members, research materials, and perspectives necessary to their work.

Section 2. Confidentiality.

Subject to the open records laws of the State of Mississippi, including but not limited to Miss. Code Ann. § 25-61-9 requiring notice from the disclosing party of a public records request and disclosure unless the receiving party has sought a protective order that the records contain trade secrets, or confidential commercial or financial information from a chancery court with jurisdiction under this MOU, while performing under this MOU, the parties may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to each other. To the extent it is authorized under Mississippi law, the parties agree not to disclose such information to third parties and shall take all reasonable steps to prevent unauthorized access to any of each other's confidential and proprietary information. Such information shall include, but shall not be limited to, materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by each party related to funding and financial and business information; (ii) all information owned, possessed or used by a party, which is communicated to, learned, developed or otherwise acquired by that party in the performance of this Agreement; and (iii) any other information that has been advised by a party is confidential, privileged, or proprietary. Confidential information, as used in

this MOU, shall not include (i) information in a party's possession prior to disclosure; (ii) information generally available to the public or that becomes available to the public through a source other than a party under this agreement, or (iii) information that was rightfully obtained by a party from a third party who is under no obligation of confidentiality to either party to this MOU with respect to such information. Each party agrees that it will accept and hold confidential information obtained from each other in confidence at all times during and after termination of this MOU. A party shall neither use nor disclose such information, except as provided in this MOU or as required by law, without the prior written permission of the affected party or upon court order from a court of competent jurisdiction.
Subject to the open record laws of the State of Mississippi, each party acknowledges and agrees that a breach of this section may cause the affected party irreparable injury and damage; therefore, each party expressly agrees that the affected party shall be entitled to seek a protective order from a chancery court that the records contain trade secrets, or confidential commercial or financial information, in accordance with Miss. Code Ann. § 25-61-9, or the records shall be released. With a protective order, either party may also seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. Each party agrees that it will disclose confidential information only to those employees who have a right and need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

Section 3. Conflict of Interest.

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Contractor covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with anything contemplated or performed relative to this Agreement.

Section 4. Disclaimer.

This MOU is subject to modification and is considered tentative. It is expected that the initial MOU will undergo revisions as students and clients collaboratively work on this document. Any changes to the MOU must be approved by the governing authorities of the City of Jackson, Mississippi.

Section 5. General Provisions.

1. The City and the team agree that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to any employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
2. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.
3. The team, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this MOU, except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the City, or any employee, agent, or official of the City, or any of the City's contractors or subcontractors
4. It is expressly agreed that the team shall hold the City harmless and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of the negligence or willful misconduct or breach by the team, to the extent the loss was not otherwise contribute to by the acts or negligence of the client, including court costs and attorney's fees, arising out of or caused by the team and its employees, agents, officers, contractors, and/or subcontractors in the performance of this MOU.
5. No modification of this MOU shall be binding unless such modification is in writing and signed by all parties.
6. This MOU shall be subject to termination at any time upon thirty (30) days written notice by either party.
7. The client may, from time to time, require renegotiations or modifications of this MOU to be performed hereunder. Such renegotiations or modifications, which are mutually agreed upon by and between the client and the team, shall be incorporated in written amendments to this MOU.
8. Subject to the limitations and requirements imposed by the Mississippi Public Records Act of 1983, any reports, information, data, etc., given to or prepared or assembled by the team under this MOU which the client request to be kept confidential, shall not be made available to any individual or organization by the team without the prior written approval of the client.
9. The team must assist the client in its collection of statistically valid data with evaluative conclusions concerning public safety, if applicable.

Section 6. Initial Sources of Information and Data Requirements.

As provided and specified by the client organization in Attachment A. Sources of information and data may be updated or removed from consideration by the client as needed.

Section 7. Period of Performance

The term of this MOU shall commence upon January 26, 2026, and shall remain in effect until June 30, 2026.

Section 8. Policy Deliverables

Policy Deliverables for this MOU will be established at a time after signing, when the team workload and the City's goals have been elucidated.

Section 9. Phase One Work Plan

Key Dates	Action

Section 10. Programmatic Commitments.

1. The organization is expected to host the student for a field trip lasting a minimum of two days and a maximum of four days, a minimum of at least two business days, in order to engage with and identify relevant stakeholders, experts, and policy makers.
2. Over the semester, the designated points of contact and relevant staff members are expected to meet with the students weekly over zoom and/or by teleconference.
3. At the end of the semester, the designated points of contact and relevant staff members are expected to attend a presentation to the client on the students' advocacy plan.

Section 11. Project Objectives and Scope

1. To identify law enforcement technologies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
2. To identify law enforcement community strategies and best practices currently used by understaffed police departments to prevent, detect, and respond to violent crime.
3. To assess the effectiveness of technology-supported policing strategies in reducing violent crime rates, improving response times, expanding public trust, and increasing clearance rates.
4. To evaluate how technology functions as a force multiplier by enhancing officer productivity and reducing operational strain in departments with limited personnel.
5. To examine policy, training, and governance requirements necessary to support safe, effective and ethical use of crime-reduction technologies.

Section 12. Research Questions

1. What technological and systemic gaps currently exist within the City of Jackson Police Department, and how do these gaps impact operational efficiency, officer effectiveness, and overall crime-reduction capacity?
2. To what extent does access to modern policing technology improve officer morale, workload management, and job satisfaction?
3. What policy, training, and oversight mechanisms are necessary to ensure that technology-driven violent crime strategies are effective, ethical, and publicly trusted?

The parties to this MOU have executed this MOU on the dates below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

_____ _____
Mayor John Horhn Date:

_____ _____
Cornell William Brooks Date:
Faculty Director
The William Monroe Trotter Collaborative for Social Justice

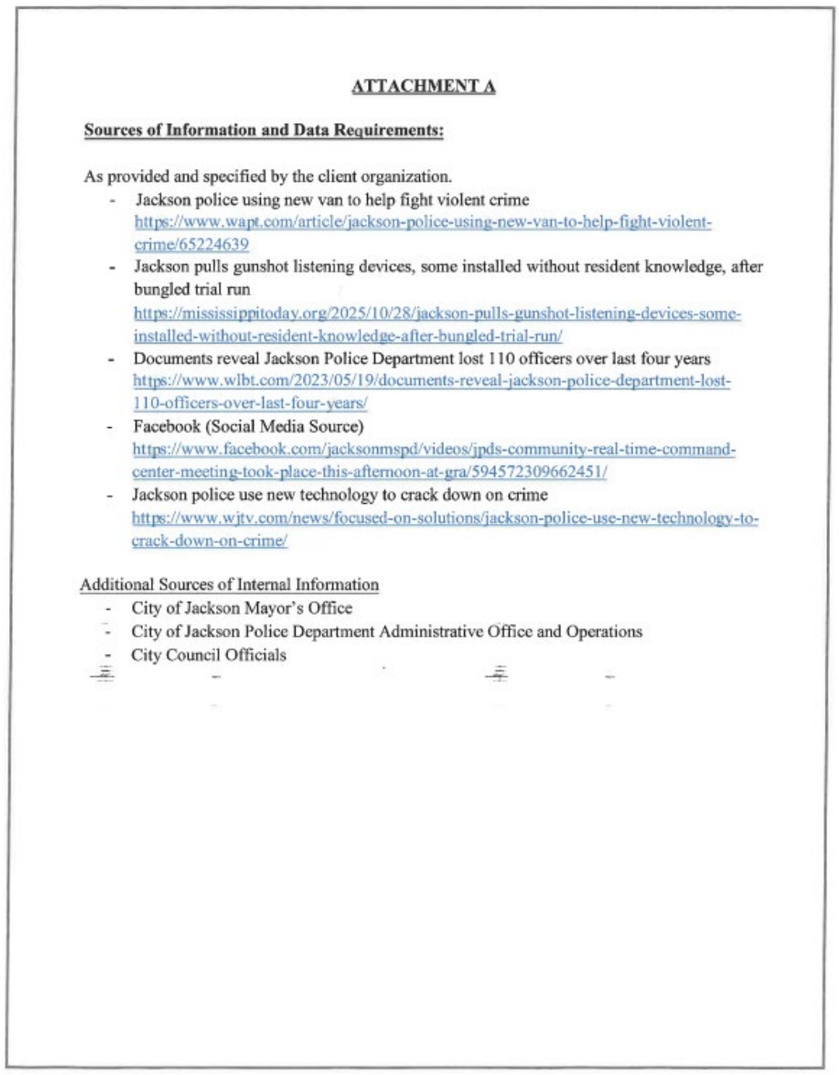
MLD-375 STUDENT TEAM

_____
Name (print): Date:

_____
Name (print): Date:

_____
Name (print): Date:

_____
Name (print): Date:



ATTACHMENT A

Sources of Information and Data Requirements:

As provided and specified by the client organization.

- Jackson police using new van to help fight violent crime https://www.wapt.com/article/jackson-police-using-new-van-to-help-fight-violent-crime/65224639
- Jackson pulls gunshot listening devices, some installed without resident knowledge, after bungled trial run https://mississippitoday.org/2025/10/28/jackson-pulls-gunshot-listening-devices-some-installed-without-resident-knowledge-after-bungled-trial-run/
- Documents reveal Jackson Police Department lost 110 officers over last four years https://www.wlbt.com/2023/05/19/documents-reveal-jackson-police-department-lost-110-officers-over-last-four-years/
- Facebook (Social Media Source) https://www.facebook.com/jacksonmspd/videos/jpds-community-real-time-command-center-meeting-took-place-this-afternoon-at-gra/594572309662451/
- Jackson police use new technology to crack down on crime https://www.wjtv.com/news/focused-on-solutions/jackson-police-use-new-technology-to-crack-down-on-crime/

Additional Sources of Internal Information

- City of Jackson Mayor's Office
- City of Jackson Police Department Administrative Office and Operations
- City Council Officials

Vice President Hartley moved adoption; **Council Member Clay** seconded.

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President Grizzell recognized **John A. Horhn, Mayor,** who provided a brief overview of said item.

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After a thorough discussion, **President Grizzell** called for a vote on said item:

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

* * * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GIBBS TRAVIS, PLLC, AND BRAD MORRIS LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO PFAS-PFOS-PFOA AND/OR OTHER RELATED "FOREVER CHEMICALS," BUT NOT INCLUDING ANY CLAIMS SUBJECT TO THE AQUEOUS FILM-FORMING FOAMS (AFFF) MULTIDISTRICT LITIGATION, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER.

WHEREAS, the governing authority for the City of Jackson desires to retain the law firms of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City's interests in legal matters pertaining to PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation; and

WHEREAS, the governing authority desires to hire attorneys with the necessary skill and experience to represent the City in such litigation; and

WHEREAS, Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, will have full power to act as the City's attorney to investigate and institute suit on said claims, to prosecute said suit, to retain experts, and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, the law firms shall receive a fee in an amount not to exceed 25% of the net recovery. Net recovery means the total or gross recovery obtained by the law firms minus the expenses incurred by the attorneys; and

WHEREAS, the attorneys will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items as filing fees, court reporter fees, expert fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges, travel and lodging expenses, and the like. All such expenses will be reimbursed from gross recovery; and

WHEREAS, if the law firms do not obtain a recovery for the City, the City will not owe any amount of fee or expenses to the law firms; and

WHEREAS, the governing authority recommends that the City retain the services of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City in the litigation described in this Order; and

WHEREAS, the governing authority authorizes the payment of all fees related to litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation.

IT IS, HEREBY ORDERED that the Mayor is authorized to negotiate and execute a contract with of Gibbs Travis, PLLC, and Brad Morris Law Firm, PLLC, to represent the City of Jackson to pursue litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation, and if successful, for a fee not to exceed 25% of the net recovery and the reimbursement of reasonable and necessary expenses, and if no recovery is obtained, the City will not owe any amount of fee or expenses to the law firms.

IT IS, FURTHER ORDERED that the governing authority for the City authorizes payment of all fees related to all litigation involving PFAS-PFOS-PFOA, 1,4 Dioxane, and/or other "forever chemicals," but not including any claims subject to the Aqueous Film-Forming Foams (AFFF) Multidistrict Litigation.

Vice President Hartley moved adoption; **Council Member Brown-Thomas** seconded.

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Absent – None.

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ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF USAA CASUALTY INSURANCE COMPANY V. CITY OF JACKSON IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-1107.

WHEREAS, on April 9, 2024, USAA filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi; and

WHEREAS, Plaintiff, USAA alleged negligence against the City and its employees arising out of a sewage overflow and flooding of a house that occurred on January 9, 2023; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney recommends the City of Jackson fully and finally resolve the aforementioned lawsuit for $24,000.00 in return for a complete release of the City of Jackson, Mississippi, from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its employees or officers; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for $24,000.00 in the lawsuit styled USAA Casualty Insurance Company v. City of Jackson, Mississippi, et al., County Court of Hinds County, Mississippi, First Judicial District, Cause No. 24-1107; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiff, and Counsel, as full and final settlement of this matter.

Council Member Brown-Thomas moved adoption; **Vice President Hartley** seconded.

Yeas – Brown-Thomas, Foote, Grizzell, Hartley and Parkinson.
Nays – None.
Abstentions – Clay and Stokes.
Absent – None.

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RESOLUTION REQUESTING AND AUTHORIZING THE TRANSFER OF MAINTENANCE, OPERATION, AND JURISDICTION OF U.S. HIGHWAY 49 (MEDGAR EVERS BOULEVARD) WITHIN THE CITY OF JACKSON BACK TO THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION; AND FOR RELATED PURPOSES.

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, U.S. Highway 49, now called Medgar Evers Boulevard, is a major roadway of statewide importance that runs through the City of Jackson; and

WHEREAS, during a prior administration, the City of Jackson assumed responsibility for the maintenance and operation of certain state highways located within the city limits, including U.S. Highway 49; and

WHEREAS, the maintenance, reconstruction, and long-term sustainability of U.S. Highway 49 require resources and infrastructure investment consistent with statewide transportation planning; and

WHEREAS, the City of Jackson is currently experiencing financial and operational constraints that limit its ability to adequately maintain major state-designated thoroughfares; and

WHEREAS, the Mississippi Transportation Commission and the Mississippi Department of Transportation (MDOT) are statutorily charged with the planning, construction, maintenance, and operation of the state highway system; and

WHEREAS, returning U.S. Highway 49 / Medgar Evers Boulevard to state jurisdiction would promote public safety, enhance transportation efficiency, and ensure consistent roadway standards; and

WHEREAS, it is in the best interest of the City of Jackson and the citizens of Mississippi that U.S. Highway 49 / Medgar Evers Boulevard be maintained as part of the state highway system.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby requests and authorizes the transfer of maintenance, operation, and jurisdiction

of U.S. Highway 49 (Medgar Evers Boulevard) within the City of Jackson back to the Mississippi Transportation Commission and the Mississippi Department of Transportation; and for related purposes.

Council Member Stokes moved adoption; **Vice President Hartley** seconded.

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President Grizzell recognized **Council Member Parkinson,** who moved, seconded by **Council Member Clay,** to amend said resolution to include "at such time as the land meets the code" in the header and throughout the body**.** The motion failed by the following vote:

Yeas – Grizzell and Parkinson.
Nays – Brown-Thomas, Clay, Foote, Hartley and Stokes.
Absent – None.

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President Grizzell recognized **John A. Horhn, Mayor,** who provided a brief overview of said item.

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After a thorough discussion, **President Grizzell** called for a vote on said item:

Yeas – Brown-Thomas, Hartley, Parkinson and Stokes.
Nays – Foote and Grizzell.
Abstention – Clay.
Absent – None.

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DISCUSSION: POTHOLES: President Grizzell recognized **Council Member Stokes,** thanked the County and partner agencies for their assistance and emphasized the need to better inform residents on how to report potholes through 311. He highlighted the poor condition of Horseshoe Circle, noting its significance to the Ellis family and the Georgetown community. **Lorenzo Anderson, Public Works Director,** stated that while some repairs have been made, utility cuts by gas and water companies continue to create ongoing problems when temporary gravel is not replaced with permanent asphalt. **Council Member Foote** thanked Council Member Stokes for placing the item on the agenda and noted that all seven wards are impacted by major potholes. He supported launching a "War on Potholes" initiative to improve citizen morale. **Mr. Anderson** reported that the City operates two to three pothole crews daily, uses cold mix asphalt during winter months, and encourages residents to report issues through 311. **Council Member Brown-Thomas** expressed concerns about utility companies making utility cuts and not repairing them once completed. **Mr. Anderson** added that the city is working with utility providers and implementing GIS tracking to ensure utility cuts are properly repaired. **Council Member Parkinson** inquired about a recent memorandum of understanding with Hinds County regarding the use of the Public Works Department and the provision of asphalt by the city; and wanted to know if the project had started. **Mr. Anderson** confirmed that it has begun, primarily in South Jackson.

Note: Council Member Clay left the meeting during the discussion.

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DISCUSSION: GORDON STREET AT VARDAMAN-2121 GORDON STREET: President Grizzell recognized **Council member Stoke**s, stated that illegal drug activity was occurring and requested the Administration to investigate. **John Horhm, Mayor**, stated that he hears the Council members' concerns and emphasized that pothole repairs are infrastructure priorities and encouraged residents and council members to report problem streets through the 311 system and directly to the Public Works Director. Mayor Horhn stated that communication was identified as key to addressing potholes effectively and it was reported that Hinds County repaired approximately 2,500 potholes last month and is expected to continue similar efforts in the City of Jackson. Concerns were also raised regarding Entergy and the City's street lighting contract, noting that the City continues to pay monthly fees despite many lights not functioning. The administration stated it has met with Entergy to express concerns and is seeking a resolution, including possible legal

action if necessary. Council members stressed that temporary visits are not sufficient and that permanent repairs to street lighting are needed.

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DISCUSSION: JAYNE AVENUE PARK RESTROOMS: President Grizzell recognized **Vice President Hartley** expressed concerns about the restroom at Jayne Avenue Park, noting that it has been in poor condition for some time. He inquired about the leadership within the Parks and Recreation Department. **Mayor Horhn** responded that any issues regarding Parks and Recreation can be directed to James Caldwell, and Council Members are encouraged to reach out to him.

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There came on for consideration, Agenda Item No. 23:

DISCUSSION: UTILITY CUTS: President Grizzell stated said item was combined with Agenda Item No. 20.

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President Grizzell recognized **Mayor John Horhn,** who presented a **PROCLAMATION HONORING SWAC COMMISSIONER, DR. CHARLES MCCLELLAND.** Accepting the resolution with appropriate remarks was **Dr. Charles McClelland**.

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MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Grizzell stated that all City Council members had received the monthly financial report for review.

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The following reports/announcements were provided during the meeting:

- **Council Member Parkinson** announced a Special Council Meeting on January 22, 2026, at 6:00 p.m. to discuss grocery stores. Reopening of Thaila Mara Hall at 12:30 p.m.
- **Council Member Stokes** announced that the Dr. Martin Luther King Jr. celebration events will kick off on Thursday, January 15th, from 5:30 p.m. to 6:30 p.m. The festivities will continue on Friday, January 16th, with a Talent Show at Lanier High School. On Saturday, January 17th, there will be a parade at 8:30 a.m. at Freedom Corner.

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The meeting was closed in memory of the following individuals:

- **In Memory of Ethel Mangum**

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on January 26, 2026. At 11:52 a.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____

CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

MAYOR

ATTEST:

CITY CLERK

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Introduction of Ordinances

23

AN ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI, PROHIBITING THE UNAUTHORIZED TRANSPORT AND DROP-OFF OF UNHOUSED INDIVIDUALS INTO THE CITY OF JACKSON BY OUTSIDE MUNICIPALITIES, JAILS, MENTAL AND BEHAVIORAL HEALTH FACILITIES, NON-PROFIT ORGANIZATIONS, PRIVATE GROUPS, OR INDIVIDUALS; PROVIDING FOR COORDINATED ENFORCEMENT; AND FOR RELATED PURPOSES.

WHEREAS, the City of Jackson, Mississippi, is seeing an increase in unhoused individuals and is seeking to combat the capital city's growing homelessness problem; and

WHEREAS, the City of Jackson finds the unauthorized transportation and abandonment of unhoused individuals into the City by surrounding municipalities, jails, mental and behavioral facilities, non-profit organizations, private groups, and individuals places undue strain on municipal services, undermines regional cooperation, and exposes vulnerable individuals to harm; and

WHEREAS, the City of Jackson encourages and expects surrounding municipalities, jails, mental and behavioral facilities, non-profit organizations, private groups, and individuals to establish, maintain, and adequately fund their own facilities, services, and coordinated-entry systems to address the needs of unhoused individuals locally, rather than shifting such responsibility to the City of Jackson through uncoordinated transportation; and

WHEREAS, the City of Jackson does not seek to criminalize homelessness or penalize individuals solely for being unhoused; and

WHEREAS, the City of Jackson desires to address local residents experiencing homelessness, while protecting such efforts from irresponsible individuals, organizations, and governmental bodies contributing to the homelessness crisis by displacing unhoused, individuals within the City of Jackson; and

WHEREAS, the proposed ordinance shall be added to the code of the City of Jackson, Chapter 89 Offense and Miscellaneous Provisions, as Article XII by enacting a new section prohibiting the displacement of unhoused individuals within the city; and

WHEREAS, a municipality is authorized to pass ordinances and set limits on the penalties for any such ordinances, in accordance with Mississippi Code Annotated Section 21-13-1.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Title.

This article shall be known and may be cited as the "Unhoused Anti-Dumping and Coordinated Placement Ordinance."

Section 2. Purpose; findings; regional responsibility.

(a) The regulations contained in this article are ordained for the protection of the public health, safety, morals, good order, convenience, and general welfare of the community.

(b) The City of Jackson finds that the unauthorized transportation and abandonment of unhoused individuals into the City by surrounding municipalities, jails, mental and behavioral facilities, non-profit organizations, private groups, and individuals places undue strain on municipal services, undermines regional cooperation, and exposes vulnerable individuals to harm.

Intro to Ordinance
Agenda Item No. 23
January 27, 2026
(Hartley)

(c) It is the intent of this article to prohibit the uncoordinated drop-off of unhoused individuals into the City of Jackson, while ensuring humane, dignified, and planned placement through appropriate service coordination.

(d) Regional responsibility. The City of Jackson encourages and expects surrounding municipalities, jails, mental and behavioral facilities, non-profit organizations, private groups, and individuals to establish, maintain, and adequately fund their own facilities, services, and coordinated-entry systems to address the needs of unhoused individuals locally, rather than shifting such responsibility to the City of Jackson through uncoordinated transportation.

(e) Nothing in this article shall be construed to criminalize homelessness or penalize individuals solely for being unhoused.

Section 3. Definitions.

For purposes of this article, the following words and phrases shall have the meanings set forth below:

(a) Unhoused individual means a person who lacks a fixed, regular, and adequate nighttime residence.

(b) Drop-off means transporting, releasing, abandoning, leaving, depositing, delivering, or otherwise causing an unhoused individual to be left within the corporate limits of the City of Jackson, including but not limited to public rights-of-way, parking areas, shelters, service locations, or other properties, without compliance with this article.

(c) Transporting party means any person or entity that transports or causes the transport of an unhoused individual into the City of Jackson, including but not limited to:

1. An outside municipality or political subdivision or any agent, contractor, or employee thereof;
2. A jail, prison, detention center, or other correctional facility;
3. A mental or behavioral health facility, including psychiatric hospitals, crisis stabilization units, inpatient or residential treatment facilities;
4. A nonprofit organization, outreach group, or private organization; or
5. An individual acting alone or in concert with others.

(d) Verified placement means documented confirmation, obtained prior to transport, that a receiving destination within the City of Jackson has affirmatively agreed and is available to receive the unhoused individual at the time of arrival, including but not limited to:

1. Acceptance into a shelter bed or housing program;
2. Coordinated-entry placement approval;
3. Admission to a treatment or recovery facility; or
4. Reunification with a verified address.

(e) City limits means the incorporated municipal boundaries of the City of Jackson, Mississippi.

(f) Designated coordinating office means the Unhoused Services Division within the City of Jackson Department of Planning and Development, or such other office within the Department of Planning and

Development as may be designated in writing by the Mayor, Chief Administrative Officer, Director of Planning and Development, or their lawful designee.

Section 4. Prohibited Drop-offs

(a) **General prohibition.** It shall be unlawful for any transporting party to conduct a drop-off of an unhoused individual within the City limits without:

1. Prior written notice to the designated coordinating office; and
2. Coordination through the designated coordinating office and documentation of verified placement obtained prior to transport.

(b) **Covered sources.** This prohibition expressly applies to drop-offs originating from or arranged by:

1. Jails, prisons, detention centers, or correctional facilities;
2. Mental or behavioral health facilities;
3. Nonprofit organizations or outreach groups;
4. Private entities or informal groups; and
5. Individuals.

(c) **No curb drop-offs.** No transporting party shall leave an unhoused individual on a street, sidewalk, parking area, transit stop, or other public or private location within the City limits without compliance with subsection (a), regardless of any purported consent by the individual.

(d) Each unhoused individual unlawfully dropped off shall constitute a separate violation.

Section 5. Exceptions.

This article shall not apply to the following:

(a) Emergency medical transportation to a hospital or licensed healthcare facility when such transport is medically necessary and time-sensitive;
(b) Transporting a person to be booked in a jail; or
(c) Transporting a person to reside at a shelter, temporary housing, or permanent housing, when the officer, agent, or employee has independently verified that the individual being transported has already been accepted to reside at the facility; or
(d) Transporting a person to attend a verified appointment with a health care provider, governmental, or nonprofit social service provider; or
(e) Court-ordered or lawfully mandated transfers to a specific destination; or
(f) Individuals who travel to the City of Jackson independently and not under the direction, arrangement, or authority of a transporting party.

Section 6. Coordinated enforcement within City limits.

(a) The Jackson Police Department shall serve as the primary enforcement agency for this article within the City limits.

(b) The Hinds County Sheriff's Department and the Mississippi Capitol Police are authorized to assist enforcement within the City limits, consistent with their lawful authority, including investigation, evidence collection, identification of transporting parties, and referral of violations.

(c) Nothing in this section shall be construed to expand or diminish the statutory jurisdiction of any law enforcement agency.

(d) The designated coordinating office shall serve as the administrative point of contact for receipt of notices and verification of placement documentation and may, upon request, confirm compliance status to JPD or assisting agencies, consistent with applicable privacy laws.

Section 7. Penalties; restitution; civil remedies.

(a) Any transporting party found in violation of this article shall be subject to a civil fine up to One Thousand Dollars ($1,000.00) for each offense.

(b) In addition to fines, the violator may be required to pay restitution for documented costs incurred by the City of Jackson as a direct result of the violation, including emergency response, transportation, sheltering, or other municipal services.

(c) Any violation of this article may be declared a public nuisance, and the City may pursue civil enforcement, injunctive relief, cost recovery, or other remedies allowed by law, including against repeat or egregious violators.

Section 8. Records and reporting.

The Jackson Police Department shall maintain records of complaints, investigations, citations, and enforcement actions under this article and shall provide an annual summary report to the City Council.

Section 9. Severability.

If any provision of this article is held invalid or unconstitutional, such invalidity shall not affect the remaining provisions.

Section 10. Effective Date.

That this ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

24

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, IMPOSING A TEMPORARY MORATORIUM (180 DAYS) WITHIN WARD 5 ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR NEW OR EXPANDED COVERED UNHOUSING USES AND NEW BUILDINGS PRIMARILY FOR CHARITABLE FOOD DISTRIBUTION; PROVIDING LIMITED EXCEPTIONS, A TIME-LIMITED STUDY PERIOD AND REPORTING REQUIREMENTS.

SECTION 1. AUTHORITY AND FINDINGS.

WHEREAS, the City Council has authority to adopt ordinances to protect the public health, safety, and general welfare, including through land use regulation, permitting, and coordinated planning; and

WHEREAS, the City recognizes **unhousedness and housing instability** as a **citywide** issue requiring a coordinated and equitable response across all wards; and

WHEREAS, residents of Ward 5 and West Jackson have communicated sustained concerns that the **concentration** of facilities and programs serving **unhoused residents** in and near their neighborhoods has created a **disproportionate burden** on local public spaces, infrastructure, and neighborhood quality of life; and

WHEREAS, community members have represented that there are multiple service sites located within close proximity to key neighborhood assets, including a claim of approximately **ten (10) services within a three (3) mile radius** of Pittman Park; and

WHEREAS, residents and park users have reported that despite existing service locations, the community has experienced continued or increased **unsheltered presence** in parks and on streets, along with concerns regarding **trash accumulation, public health conditions, and fires** in or near public spaces; and

WHEREAS, residents have further expressed concerns that additional concentration of **overnight residential capacity** for programs serving unhoused residents may (i) increase demands on police, fire response, sanitation, code enforcement, and emergency medical services, (ii) discourage private investment, small-business growth, and revitalization efforts, and (iii) negatively affect neighborhood stability and confidence; and

Introduction of Ordinance
Agenda Item No. 24
January 27, 2026
(Hartley)

WHEREAS, the City's Zoning Ordinance defines and regulates multiple lodging and residential facility use types, including **"Emergency Shelter/Mission"** and **"Transitional housing"**;

WHEREAS, the Zoning Ordinance also reflects that certain zoning district contexts apply locational and intensity limitations to a group of uses that includes **boarding house, transitional housing, hospice, emergency shelter/mission, SRO, and rooming house**, including a **one thousand (1,000) foot** separation requirement and a **twelve (12) persons** cap in at least one listed context;

WHEREAS, the Zoning Ordinance requires **zoning review of building permit applications** by the Zoning Administrator;

WHEREAS, the Zoning Ordinance provides for City Planning Board and City Council processes for matters including **Use Permits, Special Exceptions, and related public hearings**;

WHEREAS, residents have additionally expressed concern that siting **new buildings primarily for charitable distribution of food** in areas already carrying a high concentration of social service activity may further strain limited neighborhood resources and complicate ongoing revitalization efforts; and

WHEREAS, the City recognizes that food insecurity is serious and that **existing, established food distribution centers** already serve residents in need, including organizations such as Stewpot Community Services, which provides community meals and a food pantry in Jackson;

WHEREAS, the City Council finds that a temporary, time-limited moratorium—paired with a mandatory planning and impact study—will allow the City to (a) complete a verified inventory and map of facilities, programs, and capacities; (b) evaluate impacts on parks, public safety, sanitation, infrastructure, and emergency response; (c) confirm consistent application of zoning, building, fire/life-safety, and licensing requirements; and (d) develop an equitable, citywide framework for the siting and coordination of services and supportive housing options, in collaboration with nonprofit and public partners and affected neighborhoods.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jackson, Mississippi, as follows:

SECTION 2. DEFINITIONS.

For purposes of this Ordinance, the following terms shall apply:

2.1. Zoning Ordinance Incorporated Terms.

The terms listed in subsections (a) through (k) below shall have the same meaning as set forth in the **City of Jackson Zoning Ordinance – September 20, 2018**, as amended, **incorporated herein by reference as if fully set forth**:

a. **"Emergency Shelter/Mission"** — Section **202.55**.
b. **"Transitional housing"** — Section **202.174**.
c. **"Boarding House"** — Section **202.19**.
d. **"Rooming House"** — Section **202.146**.
e. **"Single Room Occupancy Hotel (SRO)"** — Section **202.155**.
f. **"SRO"** — Section **202.162**.
g. **"Half-Way House"** — Section **202.69**.
h. **"Residential Care Facility"** — Section **202.141**.
i. **"Personal Care Facility"** — Section **202.125**.
j. **"Assisted Living Facility"** — Section **202.14(c)**.
k. **"Convalescent Home (Rest Home or Nursing Home)"** — Section **202.40**.

2.2. Incorporated Cross-Reference Term.

"Group Home for the Handicapped" — Section **202.67** (cross-referenced in the Zoning Ordinance to Transitional housing) and incorporated herein by reference as if fully set forth.

2.3. Tiny Home Village / Tiny Home Project.

A planned site providing multiple small dwelling units intended for overnight residential occupancy and operated as a program serving **unhoused residents**, whether described as "tiny homes," "micro-units," "cabins," "pallet shelters," or similar structures.

2.4. Covered Unhoused Lodging Use.

Any proposed new facility, site, or project—or proposed Expansion of an existing facility, site, or project—within the Moratorium Area that is intended or represented (including in applications,

operating plans, funding descriptions, or public materials) to provide **overnight lodging primarily for unhoused residents**, and that is classified, licensed, or permitted as, or most closely aligned with, one or more of the following: **Emergency Shelter/Mission; Transitional housing; Boarding House; Rooming House; Single Room Occupancy Hotel (SRO) / SRO; Half-Way House; Residential Care Facility; Personal Care Facility; Assisted Living Facility; Convalescent Home (Rest Home or Nursing Home); Group Home for the Handicapped;** or a **Tiny Home Village / Tiny Home Project**.

2.5. Moratorium Area.

The geographic boundaries of **Ward 5** of the City of Jackson, Mississippi, as established by City ward boundaries on file with the Office of the City Clerk.

2.6. Expansion.

Any change that results in a net increase in: (a) sleeping capacity/beds; (b) residential floor area used for overnight stays; (c) the maximum number of overnight occupants approved by permit, license, or certificate of occupancy; or (d) the number of dwelling units or structures used for overnight occupancy within a project.

2.7. Unhoused; unhoused residents.

For purposes of this Ordinance, the City uses the term **"unhoused"** (and "unhoused residents") as the preferred terminology when referring to persons without a regular nighttime residence; **this terminology does not alter the meaning of any incorporated definition from the Zoning Ordinance**.

2.8. Charitable Food Distribution Facility.

A building, structure, or portion of a building where the **principal and regular** on-site activity is the distribution of unprepared groceries and/or prepared meals to members of the public **without charge or for a nominal charge**, including operations commonly described as a food pantry, food giveaway, soup kitchen, or community kitchen.

A use shall be presumed to be a **Charitable Food Distribution Facility** when **either** of the following "principal use" tests is met:

a. **Frequency Test:** Distribution open to the general public occurs on **four (4) or more days in any calendar month** for **two (2) consecutive months**; **or**
b. **Time Test:** Distribution open to the general public occurs for **sixteen (16) or more total hours in any calendar month** for **two (2) consecutive months**.

This term **does not** include:
(i) restaurants, grocery stores, or other retail food sales;
(ii) meals served as an **incidental accessory** to a worship service, fellowship event, or private event not open to the general public; or
(iii) short-term emergency/disaster feeding conducted at the request of, or in coordination with, the City or emergency management.

2.9. New Charitable Food Distribution Building.

Any new principal building or new accessory building proposed to be constructed, erected, placed, or moved onto a lot, where the intended principal use of that new structure is a **Charitable Food Distribution Facility**.

2.10. Food Distribution Expansion.

Any physical enlargement or construction activity that increases the intensity of an existing Charitable Food Distribution Facility, including expansion of indoor service area, addition of new fixed distribution windows/lanes, or other site/building changes that materially increase throughput, traffic, queuing, or on-site service capacity.

2.11. Express Zoning Approval.

“Express zoning approval” means the specific zoning action required for a proposal (including, as applicable, **Use Permit, Special Exception, rezoning, variance, or other zoning relief**) is granted following the procedures of the Zoning Ordinance, including required public notice and hearing(s) and City Council action where required.

SECTION 3. TEMPORARY MORATORIUM.

3.1. Moratorium Imposed.

During the term of this Ordinance, the City shall **not accept, process, approve, or issue** any permit, license, approval, or authorization—including but not limited to zoning approvals, special exceptions, variances, use permits, building permits, certificates of occupancy, or business licenses—**within the Moratorium Area** that would result in:

a. the establishment of any **new Covered Unhoused Lodging Use**; or
b. the **Expansion** of any existing **Covered Unhoused Lodging Use**; or
c. the construction, erection, placement, or approval of any **New Charitable Food Distribution Building**, or any **Food Distribution Expansion**, **except as provided in Section 3.4**.

3.2. No Closure / No Service Cut-Off.

Nothing in this Ordinance shall be interpreted to require closure of any lawful, existing facility or to prohibit ongoing lawful outreach, case management, meal services, health services, or other non-residential supportive services that do not create new or expanded overnight residential capacity.

3.3. No Re-Labeling to Avoid Review.

An application shall be deemed subject to this moratorium if, based on the record before the City (including application materials, operating plans, funding descriptions, and public representations), the proposal meets the definition of a **Covered Unhoused Lodging Use** and/or a **New Charitable Food Distribution Building / Food Distribution Expansion**, regardless of the label used by the applicant.

3.4. Express Zoning Approval Required for New Food Distribution Buildings.

Notwithstanding Section 3.1(c), the City may allow a **New Charitable Food Distribution Building** or **Food Distribution Expansion** within Ward 5 **only** if the proposal receives **Express Zoning Approval** as defined in Section 2.11 and is processed in accordance with the Zoning Ordinance procedures for the applicable zoning action(s).

3.5. Zoning Review of Building Permit Applications.

Nothing in this Ordinance alters the Zoning Ordinance requirement that **all applications for building permits shall be reviewed by the Zoning Administrator and approved or disapproved as to zoning requirements.**

SECTION 4. LIMITED EXCEPTIONS.

The moratorium in Section 3 does **not** apply to:

4.1. Vested / Previously Accepted Applications.

Any project for which a complete application was submitted and accepted as complete **before** the effective date of this Ordinance, or for which the City has already issued the primary discretionary approval (e.g., use permit, special exception) and the applicant is proceeding in good faith.

4.2. Life-Safety and Maintenance.

Repairs, maintenance, or code-required improvements that do not increase overnight capacity and do not constitute an Expansion, and that do not constitute a New Charitable Food Distribution Building or Food Distribution Expansion.

4.3. Emergency Activation.

Temporary emergency sheltering or emergency feeding activated by the City as part of a declared emergency, limited to the emergency period.

4.4. Relocation Without Net Increase (optional).

Relocation of an existing facility within Ward 5 **without** Expansion, provided all zoning, building, and fire requirements are met.

4.5. Use of Existing Food Distribution Centers / Existing Buildings.

This Ordinance does not prohibit churches or nonprofits from partnering with, donating to, volunteering with, or otherwise coordinating distribution through **existing, lawful food distribution centers** (for example, established community kitchens/food pantries), nor does it prohibit a lawful charitable distribution program operating **inside an existing building** where no new building is constructed and no expansion requiring permits occurs.

4.6. Temporary/Occasional Events.

Occasional food drives or limited-duration distributions that are incidental to a permitted principal use and do not require new construction, enlargement, or a change in occupancy classification under applicable codes.

SECTION 5. ADMINISTRATION AND ENFORCEMENT.

5.1. Administration.

The Planning Department, Zoning Administrator, and Code Enforcement shall administer and implement this Ordinance and may issue administrative guidance consistent with it.

5.2. Processing of Applications.

Any application subject to the moratorium shall be returned or held in abeyance with written notice citing this Ordinance.

SECTION 6. REQUIRED STUDY AND REPORT.

6.1. Report Required.

Within **120 days** of the effective date, the Planning Department (or other designated department), in coordination with the Zoning Administrator, Police Department, Fire Department, Parks Department, Public Works/Sanitation, and the City Attorney, shall provide the City Council a written report that includes:

a. **Inventory & Map:** A verified list and map of facilities and programs providing overnight lodging and/or supportive services to unhoused residents citywide and within Ward 5, including facility type and **approved/estimated overnight capacity** where available (including verification of community claims regarding the number and clustering of sites near key neighborhood assets).
b. **Parks & Public Space Impacts:** Documented conditions and calls-for-service trends relating to public spaces within Ward 5 (including parks), including sanitation workload, dumping/trash complaints, fire incidents, and related impacts.
c. **Infrastructure & Services Analysis:** Impacts on emergency response, code enforcement

workload, sanitation, traffic/parking, and surrounding infrastructure.

d. **Compliance Review:** Summary of zoning classification and approvals, building/fire code status, certificate of occupancy status, and other applicable operational requirements for facilities reviewed.

e. **Equitable Siting Framework:** Recommended citywide standards and procedures for equitable distribution of services and supportive housing options across all wards, including dispersion considerations, mitigation measures, and neighborhood engagement requirements.

f. **Proposed Actions:** Any recommended zoning text amendments, operational standards, inter-departmental procedures, or enforcement protocols to clarify definitions, capacity thresholds, and compliance checkpoints.

g. **Food Distribution Siting & Coordination Review:** A verified inventory and map of **Charitable Food Distribution Facilities** and similar regular distribution programs citywide and within Ward 5, including location, frequency, and any site features affecting traffic, sanitation, and neighborhood conditions.

h. **Citywide Coordination Recommendation:** A recommended framework to improve coordination among churches, nonprofits, and providers—including strategies that prioritize collaboration with **existing distribution centers** (such as established community kitchens/food pantries) to reduce duplicative siting impacts while maintaining food access for residents in need.

6.2. Coordination With Nonprofits and Neighborhoods.

The City shall invite input from nonprofit providers, service coordinators, and neighborhood stakeholders, including Ward 5 residents, to support continuity of services and develop a coordinated, citywide approach.

SECTION 7. TERM; SUNSET.

7.1. Term.

This moratorium shall begin on the effective date and shall expire automatically **180 days** thereafter, unless extended by subsequent Council action.

7.2. Extension.

Any extension should be time-limited and supported by written findings and an updated status report.

SECTION 8. NON-DISCRIMINATION; SEVERABILITY.

8.1. Non-Discrimination.

This Ordinance shall be administered in a manner consistent with applicable state and federal law.

8.2. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect upon adoption and as otherwise required for publication and effectiveness under applicable law and City procedures.

SO ORDAINED, this ____ day of _____, 2026.

If you want the food-distribution restriction to be **narrower** (e.g., *only* "new standalone buildings" and not expansions), I can tighten Section 3.1(c) to match that exactly.

Adoption of Ordinances

25

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

(a) *Place of meetings.* Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to75 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) *Regular meetings.* Regular meetings of the council shall be held on every other Tuesday. **The regular meeting times shall be held at 10:00 a.m.** ~~The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule.~~ At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) *Zoning meetings.* Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) *Special meetings.* Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

Agenda Item No. 25
January 27, 2026
(Clay)

(e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

(a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 75 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. Regular meetings of the council shall be held on every other Tuesday. **The regular meeting times shall be held at 10:00 a.m.** At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

26

Claims

27

Payroll

28

ORDER RATIFYING PAYMENT TO ROTO-ROOTER (INVOICE NO.: W559-378251223003) PURSUANT TO THE EMERGENCY DECLARATION FOR EMERGENCY SEWAGE MITIGATION SERVICES AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS

WHEREAS, on December 30, 2025, an emergency condition occurred at the Jackson Police Department Headquarters located at 327 East Pascagoula Street, Jackson, Mississippi, involving a significant sewage intrusion beneath the facility; and,

WHEREAS, due to the immediate threat to the preservation of public order and health at the JPD's Headquarters that created unsafe and unsanitary conditions and posed a threat to public health, employee safety, and the continuity of essential law enforcement operations, the Department acted swiftly to minimize discomfort of personnel who work in the building and disruption of operations within the facility that stores the City's data by authorizing Roto-Rooter to evaluate and perform repairs; and,

WHEREAS, Roto-Rooter was engaged to perform emergency sewage mitigation and remediation services, including water extraction, removal of contaminated materials, and cleaning and sanitization in accordance with IICRC standards; and,

WHEREAS, in accordance with Miss. Code Ann. § 31-7-13(k), the City, on December 30, 2025, submitted to the governing authorities an emergency declaration, a copy of which is attached to this Order and made part of these minutes, authorizing immediate corrective action and emergency procurement to address the hazardous condition; and,

WHEREAS, Roto-Rooter was unable to complete the originally anticipated scope of work due to conditions encountered on site, necessitating additional remediation efforts and resulting in an amended invoice reflecting the actual emergency services rendered; and,

WHEREAS, at the council 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 council and shall be placed on the minutes of the council of such governing authority. Roto-Rooter presented an amended invoice, Invoice No. W559-378251223003 dated January 07, 2026, for **$3,640.37**; and,

WHEREAS, the Jackson Police Department 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; and,

WHEREAS, it is in the best interest of the City of Jackson to ratify and approve payment of the amended emergency mitigation invoice in order to protect public safety, preserve the integrity of police operations, and ensure compliance with emergency procurement requirements.

IT IS THEREFORE ORDERED AND HEREBY APPROVED AND RATIFIED that the sum of **$3,640.37.00** be paid to Roto-Rooter for emergency sewage mitigation and remediation services performed at the Jackson Police Department Headquarters in accordance with

Agenda Item No. 28
January 27, 2026
(Jones, Horhn)

the respective invoice for goods and services received under the emergency procurement authorization.

Item _____
Agenda Date _____
By: Jones, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: January 14, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING PAYMENT TO ROTO-ROOTER (INVOICE NO.: W559-378251223003) PURSUANT TO THE EMERGENCY DECLARATION FOR EMERGENCY SEWAGE MITIGATION SERVICES AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention
3.	**Who will be affected**	City of Jackson Police Department
4.	**Benefits**	Mitigation services for a sewer leak in the crawlspace at Police Headquarters
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	CITYWIDE:
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Police Department
8.	**COST**	**$3,640.37**
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**001.442.40.6464**
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Assistant Chief of Police
Wendell Watts

JACKSON POLICE DEPARTMENT
Chief of Police Tyree D. Jones

Assistant Chief of Police
Vincent Grizzell

MEMORANDUM

To: **John Horhn, Mayor**

From: **Tyree D. Jones, Chief of Police**

01/16/26

Date: **Friday, January 16, 2026**

Re: **Agenda Item Ratification of Emergency Payment to Roto-Rooter**

I respectfully request that an Order ratifying payment to Roto-Rooter for emergency sewage mitigation services performed at the Jackson Police Department Headquarters be placed on the upcoming City Council agenda.

On December 30, 2025, an emergency sewage intrusion occurred at JPD Headquarters, creating unsafe and unsanitary conditions that threatened public health, employee safety, and the continuity of essential law enforcement operations. Pursuant to Miss. Code Ann. § 31-7-13(k), emergency services were authorized, and an emergency declaration was properly submitted.

Due to conditions encountered on site, Roto-Rooter was unable to complete the originally anticipated scope of work, resulting in an amended invoice reflecting the actual emergency services rendered. The amended invoice, Invoice No. W559-378251223003 dated January 7, 2026, totals $3,640.37.

In accordance with statutory requirements, this ratification is presented at the next council meeting following the emergency procurement. Approval will allow the City to remain compliant with emergency procurement law while ensuring continuity of police operations and protection of City facilities and data infrastructure.

Please let me know if any additional information is needed.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO ROTO-ROOTER (INVOICE NO.: W559-378251223003) PURSUANT TO THE EMERGENCY DECLARATION FOR EMERGENCY SEWAGE MITIGATION SERVICES AT THE JACKSON POLICE DEPARTMENT HEADQUARTERS** is legally sufficient for placement in NOVUS Agenda.

1/23/26

Date

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.
Chelsea Chicosky, *Deputy City Attorney* 1/20/26

ROTO-ROOTER
PLUMBING & WATER CLEANUP

Remit To:
Roto-Rooter
PO Box 720639
Byram MS 39272

(601) 371-7423 Fax
(800) 438-7686 Other
(601) 353-3333 Office
1-800-GET-ROTO

Billed to: Police Headquarters
327 E Pascagoula St
Jackson MS 39205

Job Site: Police Headquarters
327 E Pascagoula St
Jackson MS 39205
(601)954-7714

Invoice Number: W559-378251223003 **Service Tech: Stephen #353**

Date: 1/7/26

Labor - Water Cleanup/Black Water

Remove all affected drywall, trim, flooring, fixtures and cabinetry as needed; extract all water and sewage as needed. Clean and sanitize per IICRC standards.

Total **$3,640.37**

Invoice Terms: Net 10 Days
Due On 1/17/2026

DECLARATION INVOKING THE EMERGENCY PROCUREMENT PROCEDURE

I. REQUEST

Due to an unforeseen sewage system failure, the Jackson Police Department Headquarters facility has experienced a significant sewage intrusion into the crawl space and associated structural areas. This condition has created unsafe, unsanitary, and untenable working environments for law enforcement personnel and the public, as further detailed below. Immediate action is required to mitigate health hazards, prevent further structural damage, and maintain essential law enforcement operations.

Sewage Intrusion and Associated Risks:

- Hazardous Waste Exposure: The presence of Category 3 water, including human waste and biological contaminants, poses serious health risks to officers, staff, contractors, and visitors due to potential exposure to bacteria, pathogens, and infectious materials.

- Structural Contamination: Sewage infiltration has contaminated structural components within the crawlspace, including flooring systems and support areas, requiring professional remediation to prevent long-term damage and deterioration.

- Air Quality Concerns: The sewage intrusion has contributed to noxious odors, elevated humidity, and the potential for airborne contaminants, adversely affecting indoor air quality and creating an unhealthy working environment.

- Risk of Mold and Secondary Damage: Prolonged moisture and contamination increase the likelihood of mold growth and further degradation of building materials if not promptly addressed.

Emergency Remediation Services:

Immediate emergency remediation services were required and performed by Roto-Rooter Water Cleanup to extract contaminated water, remove human hazardous waste, disinfect affected areas, and deploy drying and dehumidification equipment to restore sanitary conditions. The ~~total cost~~ Estimated cost of emergency remediation services provided by Roto-Rooter is $10,000.00, which represents reasonable and necessary expenses incurred to address the immediate health and safety emergency and prevent further damage to City property.

Sewage Pipe Repair and Cost Uncertainty:

In addition to remediation, repairs to the sewage pipe system will be required to resolve the underlying cause of the sewage intrusion fully. Due to the hazardous conditions in the affected areas, the full extent of damage to the sewage piping cannot be determined until remediation activities are completed and the location is safely accessible. Accordingly, the total cost of the sewage pipe repair is currently unknown and will be determined after remediation and further inspection.

Operational and Public Safety Consequences:

- The sewage intrusion and resulting hazardous conditions have far-reaching consequences for departmental operations:
- Disrupted Law Enforcement Functions: Unsafe and unsanitary conditions hinder essential administrative, investigative, and supervisory functions, impairing the Department's ability to operate effectively.
- Risk to Public Interactions: The presence of hazardous conditions may limit public access to the facility, discouraging community members from seeking assistance or reporting crimes.
- Liability and Compliance Issues: Continued operation under these conditions may result in non-compliance with occupational health and safety regulations, exposing the City to increased liability.

I hereby request that you declare this situation an "emergency," as defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended. The current condition of the Jackson Police Department Headquarters poses a threat to the immediate preservation of public order and health. Due to this unforeseen emergency, any delay in obtaining competitive bids could adversely impact the governing authorities, as established by Section 31-7-13(k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist you in determining that an emergency exists, the affected areas have been assessed and are determined to require immediate remediation and subsequent repair. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer, as evidenced by the signatures below.

Tyree D. Jones
Chief of Police, Jackson Police Department

12/30/25
Date

II. REVIEWED AND APPROVED

Drew Martin
City Attorney

12/30/25
Date

Jillian Caldwell
Chief Financial Officer

12/30/25
Date

Pieter Teeuwissen
Chief Administrative Officer

12.30.25
Date

III. DECLARATION OF EMERGENCY

I hereby determine that the immediate threat to the sustainability and functionality of the Jackson Police Department and the delay incident in obtaining competitive bids to obtain public safety software could cause an adverse impact upon the City of Jackson, Mississippi, and citizens constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and that a contract to obtain public safety software, hardware, and implementation services are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective December 30, 2025.

John Horhn
Mayor

12/30/25
Date

TDJ/mxo

Roto-Rooter Water Cleanup

4248 Piedmont Pkwy
Greensboro, NC 27409

Client:	Police Headquarters	Home:	(601) 954-7714
Property:	327 E Pascagoula St Jackson, MS 39205		
Operator:	123BRUCE		
Estimator:	Entrust Services	Business:	(336) 900-2544
Company:	Roto-Rooter		
Business:	4248 Piedmont Parkway Greensboro, NC 27410		
Type of Estimate:	Sewage		
Date Entered:	12/23/2025	Date Assigned:	
Price List:	MSJA8X_DEC25		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	JACKSONPOLICE		

Roto-Rooter Water Cleanup

4248 Piedmont Pkwy
Greensboro, NC 27409

JACKSONPOLICE

Main Level

Crawlspace / Basement **Height: 3'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Pumping of standing water - truck mounted (per hour)	12.00 HR @	219.85 =	2,638.20
Extracting human hazardous waste (liquid and solid)			
2. Muck-out/Flood loss cleanup - confined space - Heavy	360.00 SF @	6.50 =	2,340.00
Scooping out human hazardous waste			
3. Clean floor or roof joist system in confined space	360.00 SF @	3.27 =	1,177.20
4. Apply plant-based anti-microbial agent to the ceiling	360.00 SF @	0.33 =	118.80
5. Clean floor	460.80 SF @	0.61 =	281.09
6. Clean more than the floor with pressure steam	460.80 SF @	1.42 =	654.34
7. Water extraction from hard surface floor - Cat 3 water	460.80 SF @	0.84 =	387.07
8. Apply plant-based anti-microbial agent to more than the floor	460.80 SF @	0.33 =	152.06
9. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	3.00 EA @	77.27 =	231.81
1 Dehu for 3 days			
10. Heat drying - thermal air mover - Electric	3.00 DA @	181.00 =	543.00
Dehumidifier optimal drying range between 70-90 degrees. Thermal air mover is required due to lower temperatures outside. 1 Thermal air mover used for 3 days			
11. Sensored control system for electric heat drying (24 hr)	3.00 EA @	26.15 =	78.45
Thermostat to monitor thermal air mover. 1 thermostat used for 3 days			
12. Equipment decontamination charge - per piece of equipment	3.00 EA @	37.76 =	113.28

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Equipment setup, take down, and monitoring (hourly charge)	4.50 HR @	115.38 =	519.21
Hours to monitor equipment set in a confined space, such as a crawlspace.			
14. Haul debris - per pickup truck load - including dump fees	1.00 EA @	153.68 =	153.68
15. Equipment decontamination charge - HVY, per piece of equip	3.00 EA @	59.93 =	179.79
To deep clean steam cleaning wands, hoses, tanks, etc.			
16. Add for personal protective equipment - Heavy duty	6.00 EA @	48.73 =	292.38
17. Respirator cartridge - HEPA & vapor & gas (per pair)	2.00 EA @	47.57 =	95.14
18. Personal protective gloves - Disposable (per pair)	4.38 EA @	0.40 =	1.75

Grand Total Areas:

252.00	SF Walls	360.00	SF Ceiling	612.00	SF Walls and Ceiling
360.00	SF Floor	40.00	SY Flooring	84.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	84.00	LF Ceil. Perimeter
360.00	Floor Area	388.44	Total Area	252.00	Interior Wall Area
346.67	Exterior Wall Area	86.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Roto-Rooter Water Cleanup

4248 Piedmont Pkwy
Greensboro, NC 27409

Summary

Line Item Total	9,957.25
Material Sales Tax	42.75
Replacement Cost Value	**$10,000.00**
Net Claim	**$10,000.00**

Entrust Services

Roto-Rooter Water Cleanup

4248 Piedmont Pkwy
Greensboro, NC 27409

Recap of Taxes

	Material Sales Tax (8%)	Service Sales Tax (8%)	Manuf. Home Tax (3%)	Svc. Demo Sales Tax (8%)
Line Items	42.75	0.00	0.00	0.00
Total	**42.75**	**0.00**	**0.00**	**0.00**

Recap by Room

Estimate: JACKSONPOLICE

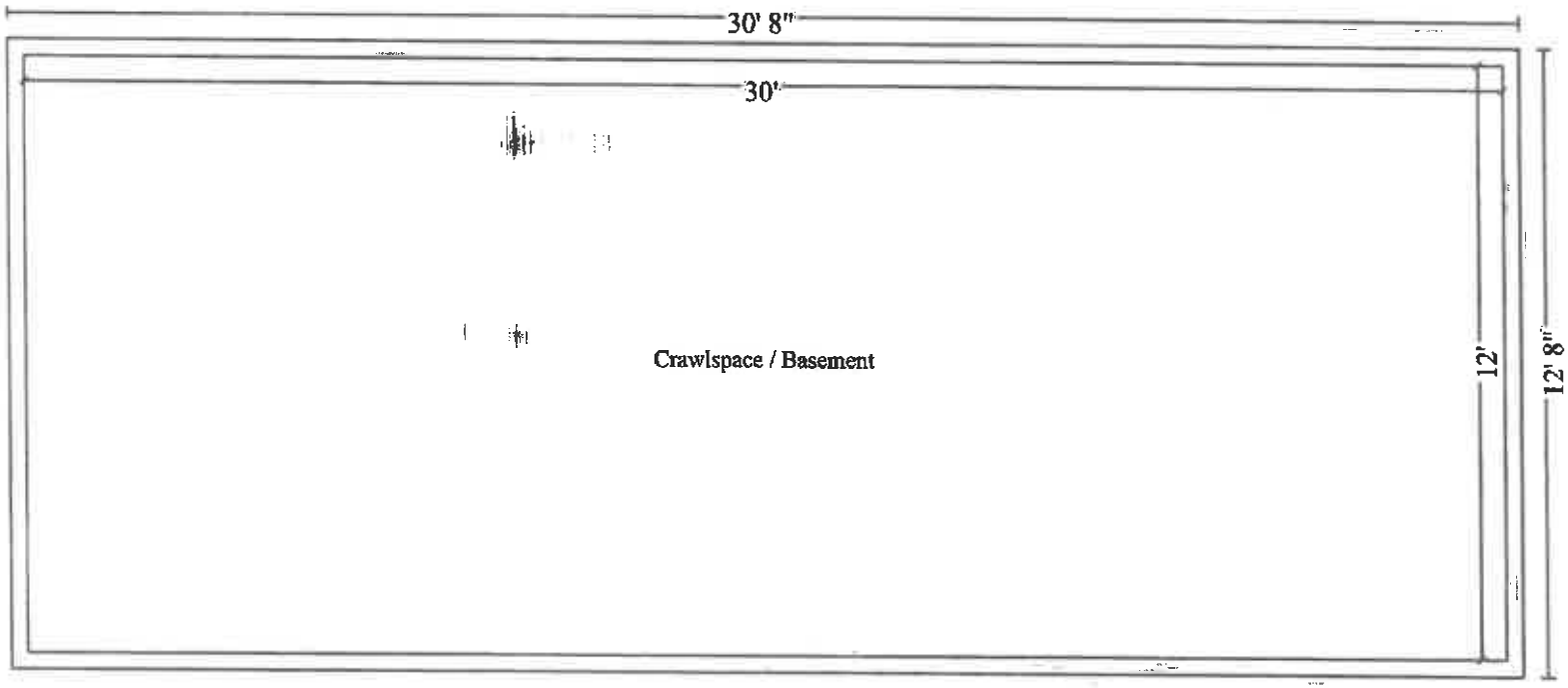
Area: Main Level		
Crawlspace / Basement	**8,715.30**	**87.53%**
Area Subtotal: Main Level	**8,715.30**	**87.53%**
General	**1,241.95**	**12.47%**
Subtotal of Areas	**9,957.25**	**100.00%**
Total	**9,957.25**	**100.00%**

Roto-Rooter Water Cleanup

4248 Piedmont Pkwy
Greensboro, NC 27409

Recap by Category

Items	Total	%
CLEANING	2,112.63	21.13%
GENERAL DEMOLITION	2,493.68	24.94%
WATER EXTRACTION & REMEDIATION	5,350.94	53.51%
Subtotal	9,957.25	99.57%
Material Sales Tax	42.75	0.43%
Total	10,000.00	100.00%



Main Level

29

S.M.

1/21/2026

ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CUMMINS, INC, D.B.A CUMMINS SALES AND SERVICE, INC., AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $34,851.77.

WHEREAS, the Jackson Fire Department recommends that the governing authority for the City of Jackson authorize payment in the amount of $34,851.77 to Cummins Inc. d/b/a Cummins Sales and Service, Inc. for performing repairs to a Pierce Enforcer fire truck (Serial No. 74075946); and

WHEREAS, on December 15, 2025, Cummins Sales and Service, Inc. submitted an invoice to the City, which is attached and made a part of the minutes; and

WHEREAS, repairs to equipment is exempt from bidding requirements under Miss, Code Ann, Section 31-7-13(m)(ii) when such repairs are made by repair facilities in the private sector; however, engines, transmissions, rear axles and/or other such components shall not be included in this exemption when replaced as a complete unit instead of being repaired and the need for such total component replacement is known before disassembly of the component; and

WHEREAS, the Jackson Fire Department represents that the repairs performed by Cummins Inc. d/b/a Cummins Sales and Service, Inc. are in the best interest of public health, safety, and welfare of Jackson's citizens and visitors; therefore, the Mayor's approval of this ratification is necessary to continue a working relationship with the vendor, which will help ensure the department remains properly staffed.

IT IS THEREFORE ORDERED that the past services performed by Cummins Inc. d/b/a Cummins Sales and Service, Inc. be ratified and authorized to be paid from account 001.441.20 6316 in the amount of Thirty-Four Thousand Eight Hundred Fifty-One Dollars and Seventy-Seven Cents ($34,851.77).

Agenda Item No. 29
January 27, 2026
(Thomas, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M. OFFICE OF THE CITY ATTORNEY 1/21/26

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CUMMINS, INC, D.B.A CUMMINS SALES AND SERVICE, INC., AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $34,851.77** is legally sufficient for placement in NOVUS Agenda.

1/21/26

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* SM

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201

John Horhn
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: January 6, 2026

RE: Authorization of Payment to Cummins Sales and Service.

Order ratifying the acceptance of services rendered from Cummins Sales and Service and authorization of payment in the amount of $34,851.77.

If you have any questions or concerns, please let me know.

RT/at

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201

John Horhn
Mayor of the City of Jackson

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CUMMINS SALES AND SERVICE AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $34,851.77**
2.	**Purpose**	Authorization of Payment for Past Due Invoice
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	To provide exceptional emergency response to citizens and visitors.
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$34,851.77
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.441.20 6316
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Name	Name Type
CUMMINS INC.	Legal
Cummins Sales and Service	Fictitious Name
Cummins Mid-South	Previous Fictitious Name

Business Information

Business Type:	Profit Corporation
Business ID:	731701
Status:	Good Standing
Effective Date:	02/23/1989
State of Incorporation:	IN
Principal Office Address:	500 Jackson St. Columbus, IN 47201

Registered Agent

Name

CORPORATION SERVICE COMPANY
109 Executive Drive, Suite 3
Madison, MS 39110

Officers & Directors

Name	Title
Jennifer Rumsey 500 Jackson St. Columbus, IN 47201	Director, President, Chairman, Chief Executive Officer
Nicole Y. Y. Lamb-Hale 500 Jackson St. Columbus, IN 47201	Secretary, Vice President
Donald G. Jackson 500 Jackson St. Columbus, IN 47201	Treasurer
Bruno V. Di Leo Allen 500 Jackson St. Columbus, IN 47201	Director
Karen H. Quintos 500 Jackson St. Columbus, IN 47201	Director
Robert J. Bernhard 500 Jackson St. Columbus, IN 47201	Director
Thomas J. Lynch 500 Jackson St. Columbus, IN 47201	Director

William L. Miller — Director
500 Jackson St.
Columbus, IN 47201

Carla Harris — Director
500 Jackson St.
Columbus, IN 47201

Kimberly A. Nelson — Director
500 Jackson St.
Columbus, IN 47201

John H. H. Stone — Director
500 Jackson St.
Columbus, IN 47201

Gary Belske — Director
500 Jackson St.
Columbus, IN 47201

Daniel W. Fisher — Director
500 Jackson St.
Columbus, IN 47201

Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

JACKSON MS BRANCH
325 NEW HIGHWAY 49 SOUTH
RICHLAND, MS 39218-9439
(601)939-1800

INVOICE NO
PREVIEW
TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO
CITY OF JACKSON
JOE SNOW
PO BOX 17
JACKSON, MS 39205-0017

CHRIS JONES - 601 9601587

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		27-AUG-2018	ISL9 CM2350 L101		PIERCE
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
139785		27-JAN-2025	74075946	4611.000	ENFORCER
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
108053			63461		R20 / TK882

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT
OSN/MSN/VIN		4P1BAAFFXHA017974						
COMPLAINT		CHECK ENGINE LIGHT ON						
CAUSE		HIGH CRANKCASE PRESSURE AND COMPRESSION IN THE COOLANT SYSTEM						
CORRECTION		STEAM CLEAN - SINGLE COMPONENT REPAIR PISTON - REMOVE AND INSTALL, FIRST (WITH EGR) ELECTRONIC SERVICE TOOL - OPERATE PISTON - REMOVE AND INSTALL, ALL (WITH EGR) PISTON AND PIN - INSPECT FOR REUSE, EACH ADDITIONAL PISTON AND PIN - INSPECT FOR REUSE, FIRST PISTON - REMOVE AND INSTALL, EACH ADDITIONAL, (COMMON RAIL FUEL SYSTEM) PISTON COOLING NOZZLE - REMOVE AND INSTALL, ALL TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT JOB SAFETY ASSESSMENT SEAL HOUSING, REAR - REMOVE AND INSTALL TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL (ALLISON 600 SERIES) DRIVESHAFT - REMOVE AND INSTALL(AUTOMOTIVE ONLY) RADIATOR - REMOVE AND INSTALL (PART OF ANOTHER REPAIR) (EMERGENCY ONE FIRE TRUCK (NO TILT CAB)) ENGINE - DIAGNOSTIC ROAD TEST (DIAGNOSTIC ROAD TEST WITH ELECTRONIC SERVICE TOOL AND 2 TECHNICIANS) MEASURE CRANKCASE BLOWBY COOLING SYSTEM DIAGNOSTICS - COMBUSTION GAS LEAK TEST GEAR COVER, FRONT - REMOVE AND INSTALL AFTERTREATMENT STATIONARY REGENERATION THANK YOU FOR YOUR BUSINESS				
COVERAGE		CUSTOMER BILLABLE						
REMARK		THANK YOU FOR USING CUMMINS SALES & SERVICE. ESTIMATE APPROVED 2-14-25						
1	1	6382091RX	KIT,TURBOCHARGER ACTUATOR	DRC		2,042.40	1,892.67	1,892.67

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) Roger Thomas SIGNATURE _____ DATE 12/15/25

Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

JACKSON MS BRANCH
325 NEW HIGHWAY 49 SOUTH
RICHLAND, MS 39218-9439
(601)939-1800

INVOICE NO
PREVIEW
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO
CITY OF JACKSON
JOE SNOW
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JACKSON. MS 39205-0017

CHRIS JONES - 601 9601587

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		27-AUG-2018	ISL9 CM2350 L101		PIERCE
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
139785		27-JAN-2025	74075946	4611.000	ENFORCER
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
108053			63461		R20 / TK882

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT
OSN/MSN/VIN		4P1BAAFFXHA017974						
1		1	4034090D	ACTUATOR, LYSANDER	CLEAN	270.00	270.00	270.00
-1		-1	4034090D	ACTUATOR, LYSANDER	DIRTY	270.00	270.00	- 270.00
1		1	5273379	THERMOSTAT	CECO	79.88	75.25	75.25
1		1	CV50628	ELEMENT,CV	FLG	204.08	177.89	177.89
1		1	PRC-2618607	AIR FILTER	EXPART4	400.15	400.15	400.15
1		1	5579344	KIT,UPPER ENGINE GASKET	CECO	467.40	440.27	440.27
6		6	3867471	SEAL,O RING	CECO	2.83	2.67	16.02
6		6	4954487	SEAL,O RING	CECO	4.47	4.39	26.34
6		6	3937142	SEAL,INJECTOR	CECO	4.63	4.37	26.22
1		1	5332563	GASKET,OIL PAN	CECO	85.37	80.43	80.43
2		2	3945326	SEAL,O RING	CECO	12.64	11.28	22.56
6		6	3907177	SEAL,RECTANGULAR RING	CECO	18.24	17.18	103.08
6		6	3924447	SHIM	CECO	61.32	54.57	327.42
1		1	FREIGHT	FREIGHT	FREIGHT	45.00	45.00	45.00
24		24	C891001QT	PB 1 S GN2 15W40 1-QT	VALVOLINE	4.19	4.16	99.84
1		1	5633436	KIT,OVERHAUL	CECO	6,003.91	5,563.75	5,563.75
1		1	5529501RX	HEAD,CYLINDER	DRC	6,254.27	5,888.70	5,888.70
1		1	4942132D	HEAD, CYLINDER	CLEAN	405.00	405.00	405.00
-1		-1	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	405.00	405.00	- 405.00
1		1	LF9009	PAC, LF	FLG	73.06	62.14	62.14
1		1	FF63054NN	PAC,FF	FLG	75.81	66.38	66.38

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) Ross Thee SIGNATURE _____ DATE 12/15/25

Cummins Sales and Service

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Detroit, MI 48277-2639

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REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
108053			63461		R20 / TK882

OSN/MSN/VIN 4P1BAAFFXHA017974

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT
1		1	FS1065	PAC, FS	FLG	64.18	57.04	57.04
12		12	3944593	SCREW,HEX FLANGE HEAD CAP	CECO	5.90	5.54	66.48
1		1	3944163	BEARING,CRANKSHAFT THRUST	CECO	72.00	66.35	66.35
1		1	4937032	GASKET,CONNECTION	CECO	18.33	17.27	17.27
1		1	5579409PX	KIT,INJECTOR	DRC	1,782.13	1,677.96	1,677.96
1		1	4954679D	INJECTOR, XPI GRYPHON	CLEAN	303.75	303.75	303.75
-1		-1	4954679D	INJECTOR, XPI GRYPHON	DIRTY	303.75	303.75	- 303.75
2		2	3945326	SEAL,O RING	CECO	12.64	11.28	22.56
2		2	2866636	GASKET,AFM DEVICE INLET	CECO	20.08	18.91	37.82
6		6	CC36073	OAT	FLG	40.38	36.34	218.04
1		1	PRC-42-0269	AIR BOOT	EXPART4	117.54	117.54	117.54
5		5	5579409PX	KIT,INJECTOR	DRC	1,782.13	1,677.96	8,389.80
5		5	4954679D	INJECTOR, XPI GRYPHON	CLEAN	303.75	303.75	1,518.75
-5		-5	4954679D	INJECTOR, XPI GRYPHON	DIRTY	303.75	303.75	- 1,518.75

TAX EXEMPT NUMBERS

Courtesy Inspection :

PARTS:		25,984.97
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**25,984.97**	
SURCHARGE TOTAL:		**0.00**
LABOR:		11,464.80
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**11,464.80**	
MISC.:		- 2,598.00

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) Robert Thon **SIGNATURE** [signature] **DATE** 12/15/25

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108053			63461		R20 / TK882

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 4P1BAAFFXHA017974

MISC. COVERAGE CREDIT:		0.00 CR
TOTAL MISC.:	- 2,598.00	
DISCOUNT PARTS-BRANCH		- 2,598.00
STATE		0.00

You saved $1,764.49 on your parts.

Billing Inquiries? Call (877)480-6970

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SUB TOTAL:	34,851.77
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**34,851.77**

AUTHORIZED BY (print name) RaSean Thomas **SIGNATURE** [signature] **DATE** 12/15/25

Name	Name Type
CUMMINS INC.	Legal
Cummins Sales and Service	Fictitious Name
Cummins Mid-South	Previous Fictitious Name

Business Information

Business Type:	Profit Corporation
Business ID:	731701
Status:	Good Standing
Effective Date:	02/23/1989
State of Incorporation:	IN
Principal Office Address:	500 Jackson St. Columbus, IN 47201

Registered Agent

Name

CORPORATION SERVICE COMPANY
109 Executive Drive, Suite 3
Madison, MS 39110

Officers & Directors

Name	Title
Jennifer Rumsey 500 Jackson St. Columbus, IN 47201	Director, President, Chairman, Chief Executive Officer
Nicole Y. Y. Lamb-Hale 500 Jackson St. Columbus, IN 47201	Secretary, Vice President
Donald G. Jackson 500 Jackson St. Columbus, IN 47201	Treasurer
Bruno V. Di Leo Allen 500 Jackson St. Columbus, IN 47201	Director
Karen H. Quintos 500 Jackson St. Columbus, IN 47201	Director
Robert J. Bernhard 500 Jackson St. Columbus, IN 47201	Director
Thomas J. Lynch 500 Jackson St. Columbus, IN 47201	Director

William I. Miller 500 Jackson St. Columbus, IN 47201	Director
Carla Harris 500 Jackson St. Columbus, IN 47201	Director
Kimberly A. Nelson 500 Jackson St. Columbus, IN 47201	Director
John H. H. Stone 500 Jackson St. Columbus, IN 47201	Director
Gary Belske 500 Jackson St. Columbus, IN 47201	Director
Daniel W. Fisher 500 Jackson St. Columbus, IN 47201	Director

30

S.M.

ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CLARKE POWER SERVICES, INC. AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $6,285.34.

1/8/26

WHEREAS, the Jackson Fire Department recommends that the governing authority for the City of Jackson authorize payment in the amount of $6,285.34 to Clarke Power Services, Inc. for performing repairs to a fire truck; and

WHEREAS, on December 17, 2025, Clarke Power Services, Inc. submitted an invoice to the City, which is attached and made a part of the minutes; and

WHEREAS, repairs to equipment is exempt from bidding requirements under Miss, Code Ann, Section 31-7-13(m)(ii) when such repairs are made by repair facilities in the private sector; however, engines, transmissions, rear axles and/or other such components shall not be included in this exemption when replaced as a complete unit instead of being repaired and the need for such total component replacement is known before disassembly of the component; and

WHEREAS, the Jackson Fire Department represents that the repairs performed by Clarke Power Services, Inc. are in the best interest of public health, safety, and welfare of Jackson's citizens and visitors; therefore, the Mayor's approval of this ratification is necessary to continue a working relationship with the vendor, which will help ensure the department remains properly staffed.

IT IS THEREFORE ORDERED that the past services received from Clarke Power Services, Inc. be ratified and authorized to be paid from account 001.441.20 6316 in the amount of Six Thousand Two Hundred and Eighty-Five Dollars and Thirty-Four Cents ($6,285.34).

Agenda Item No. 30
January 27, 2026
(Thomas, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

S.M.

1/8/26

This **ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CLARKE POWER SERVICES, INC. AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $6,285.34** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

1/16/26
Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE ACCEPTANCE OF SERVICES RENDERED FROM CUMMINS SALES AND SERVICE AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $6,285.34**
2.	**Purpose**	Authorization of Payment for Past Due Invoice
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	To provide exceptional emergency response to citizens and visitors.
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$6,285.34
9.	**Source of Funding** ▪ **General Fund** ☒ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.441.20 6316
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

View Filed Documents | Opt-in or Opt-out of Email updates | Print Business Details

Name History

Name	Name Type
Clarke Power Services, Inc.	Legal
CLARKE DETROIT DIESEL-ALLISON, INC.	Previous Legal

Business Information

Business Type:	Profit Corporation
Business ID:	631523
Status:	Good Standing
Effective Date:	06/26/1996
State of Incorporation:	OH
Principal Office Address:	3133 East Kemper Road Cincinnati, OH 45241

Registered Agent

Name
Business Filings Incorporated
8927 Lorraine Rd. Suite 204-A
Gulfport, MS 39503

Officers & Directors

Name	Title
Kirk M Andreae 3133 East Kemper Road Cincinnati, OH 45241	Director, President, Chief Executive Officer
Mark Brinkman 3133 E. Kemper Rd. Cincinnati, OH 45241	Vice President
Fred Fishman 3133 E. Kemper Rd. Cincinnati, OH 45241	Vice President
Dane Petrie 3133 E. Kemper Rd. Cincinnati, OH 45241	Vice President
Sergio Jimenez 3133 E KEMPER RD CINCINNATI, OH 45241	Vice President
Don Bixler 3133 E KEMPER RD CINCINNATI, OH 45241	Vice President

George Svaranowic 3133 E. Kemper Rd. Cincinnati, OH 45241	Vice President
James A Byrnes 3133 E Kemper Rd Cincinnati, OH 45241	Vice President
Tyron Cohill 3133 E Kemper Rd Cincinnati, OH 45241	Vice President
Peter Savage 3133 E Kemper Rd Cincinnati, OH 45241	Vice President
Bradley S Abbott 3133 E. Kemper Rd. Cincinnati, OH 45241	Assistant Secretary, Treasurer, Chief Financial Officer
Adrienne Custer 3133 E. Kemper Road Cincinnati, OH 45241	Secretary
R Jamison Williams Jr 380 N Woodward Ave Birmingham, MI 48009	Director
Mark M Andreae 3133 East Kemper Road Cincinnati, OH 45241	Director, Chairman
Wendy W Powers 3133 E. Kemper Rd Cincinnati, OH 45241	Director
John Waanders 3133 E. Kemper Rd. Cincinnati, OH 45241	Director

Jackson Fire Department
555 South West St
Jackson, Mississippi 39201

John Horhn
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: January 6, 2026

RE: Authorization of Payment to Clarke Power Services

Order ratifying the acceptance of services rendered from Clarke Power Services and authorization of payment in the amount of $6,010.34

If you have any questions or concerns, please let me know.

RT/at

CLARKE
Power Services

460 US HWY 49
JACKSON, MS 39218
Phone: (601) 932-2424

SERVICE ORDER: S108030882

BILL TO
CITY OF JACKSON FIRE DEPT - 102175
CITY OF JACKSON
P.O. BOX 17
JACKSON MS 39211
P: (601) 960-2024
F: (601) 960-1396

DELIVER TO
CITY OF JACKSON FIRE DEPT - 102175
303 OAKDALE ST.
JACKSON MS 39211
P: (601) 960-2024
F: (601) 960-1396

DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	ENGINE HOURS
12/17/2025 9:20:00AM		SC	JIM BURNHAM	NET30		0

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2021	PIERCE MFG. INC	PIERCE	4P1BAAFFXMA022294	TK892	6511734377	10/27/2020	30765	0

Sold Operations

JOB #1 027-000-000 **SC** **Transmission - Main, Automatic**

COMPLAINT R&R TRANS
CAUSE
CORRECTION CUSTOMER BROUGHT FIRE TRUCK TO SHOP WITH COMPLAINT THAT TRANS APPEARED TO BE SLIPPING GOING INTO 2ND GEAR AND HAD ALSO LOGGED CODE P0732. INSPECTED OEM WIRING FOR CODES LOGGED. MADE MINOR REPAIRS TO OEM WIRING. CLEARED CODE AND TEST DROVE. TRANS PROBLEM STILL PRESENT. DRAINED TRANS FLUID. REMOVED CONTROL MODULE. SUSPECTED BLOWN CLUTCH PISTON. PERFORMED AIR CHECK ON CLUTCH PISTONS AND FOUND BLOWN CLUTCH PISTON. CHECKED AND FOUND THAT WARRANTY COVERAGE ON TRANS HAD EXPIRED ON 10/27/25. CSR REACHED OT TO RICK TAYLOR TO SEE IF ANY ASSISTANCE COULD BE OFFERED. RECEIVED EMAIL FROM RICK TAYLOR OFFERING GOODWILL TOWARD REPARING TRANS CONSISTING OF COVERING ALL PARTS TO UPDATE C3 AND C4 CLUTCH PISTONS, REPLACE C4 CLUTCHES IF NEEDED, AND ALSO REQUESTED TO REPLACE UPPER VALVE BODY AND TRIM VALVES. RICK TAYLOR ALSO APPROVED [4] HOURS OF LABOR TO REPAIR TRANS WITH CUSTOMER COVERING COST TO R&R TRANS. CUSTOMER APPROVED HAVING REPAIR MADE AND AGREED TO COVER COST TO R&R TRANS. CUSTOMER REQUESTED TO ISSUE PURCHASE ORDER FOR DIAGNOSTIC TIME AND WIRING REPAIRS FOR S108030838. A PURCHASE ORDER WAS RECEIVED FROM CUSTOMER AND SERVICE ORDER WAS CLOSED AND S108030882 WAS OPENED.DRAINED TRANS FLUID. REOVED TRANS FROM TRUCK AND PLACED IT ON STAND TO MAKE REPAIRS. REINSTALLED TRANS IN TRUCK. REINSTALLED TORQUE CONVERTER BOLTS. REINSTALLED STARTER. FILLED TRANS WITH NEW TRANSYND FLUID AND NEW FILTERS. CRANKED AND RAN TRUCK. CLEARED CODE. RESEWT SHIFT POINTS. TEST DROVE AROUND YARD. CSR TEST DROVE TRUCK TO AIRPORT EXIT. TRANS SHIFTED AND OPERATED PROPERLY. NO OTHER ISSUES PRESENT AT THIS TIME. ALSO HAD TO REPLACE ENGINE CRANK SENSOR THAT WAS FOUND CRACKED WHILE R&R TRANS.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
5	1082/15E2E1		TRANSYND TES668 - GAL	34.42	172.10
1	1082/29558329		KIT-FILTER,4"SUMP	83.70	83.70
1	308K/5594276		SENSOR	79.54	79.54
	LABOR ATDOTHZZZ		ALLISON MISC GENERAL LABOR OP		5,675.00

JOB #1 027-000-000 **SUB TOTAL: 6,010.34**

JOB #2 027-000-000 **SWATI** **Transmission - Main, Automatic**

COMPLAINT UPDATE C3 AND C4 CLUTCH PISTNS, REPLACE UPPER BODY AND TRIM VALVES
CAUSE
CORRECTION CUSTOMER BROUGHT TRUCK TO SHOP WITH COMPLAINT THAT TRANS WAS HANGING UP IN 2ND GEAR AND LOGGING CODE P0732. WARRANTY ON TRANS HAD EXPIRED ON 10/27/25. CSR REACHED OUT TO RICK TAYLOR FOR POSSIBLE ASSISTANCE TO CSTOMER. RECEIVED EAIL FROM RICK TAYLOR APPROVING GOODWILL TO CUSTOMER TO REMOVE TRANS, UPDATE C3 AND C4 CLUTCH PISTONS, REPLACE C4 CLUTCHES IF NEEDED, AND ALSO REQUESTED TO REPLACE UPPER VALVE BODY AND TRIM VALVES. RICK TALYOR APPROVED GOODWILL ON THESWE PARTS ALOGN WITH [4] HOURS LABOR TO

CLARKE
Power Services

460 US HWY 49
JACKSON, MS 39218
Phone: (601) 932-2424

SERVICE ORDER: S108030882

BILL TO
CITY OF JACKSON FIRE DEPT - 102175
CITY OF JACKSON
P.O. BOX 17
JACKSON MS 39211
P: (601) 960-2024
F: (601) 960-1396

DELIVER TO
CITY OF JACKSON FIRE DEPT - 102175
303 OAKDALE ST.
JACKSON MS 39211
P: (601) 960-2024
F: (601) 960-1396

DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	ENGINE HOURS
12/17/2025 9:20:00AM		SC	JIM BURNHAM	NET30		0

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2021	PIERCE MFG. INC	PIERCE	4P1BAAFFXMA022294	TK892	6511734377	10/27/2020	30765	0

REPLACE THE PARTS WITH CUSTOMER COVERING COST TO R&R TRANS.
GOT TRANS ON TH ESTAND AND GOT IT TORN DOWN TO THE STOPPING POINT. HAVE MY CLUTCHES SOAKING OVER NIGHT.PU TTHE C3 AND C4 PISTONS IN AN DNEW CLUTCHES AND NOW PUTTING TRANS BACK TOGETHER. PU THE TRANS BACK TOGETHER THEN TOOK THE VALVE BODY APART. SCRAPED THE GASKETS OFF AND CLEAN THE MODULE REALLY GOOD. PUT THE NEW VALVES IN UPPER BODY BACK TOGETHER AND BACK ON THE TRANS. HAVE THE TRANS BACK TOGETHER AND READY TO GO BACK IN THE TRUCK.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
3	1082/23046376		SEAL-FACE		
1	1082/29503283		GASKET- CASE NoReturn		
1	1082/29503288		GASKET-CONVERTER, HOU*NoReturn		
1	1082/29534354		GASKET- REAR COVER(MD) (39-NON		
5	1082/29536336		PLATE-FRICTION, C3/C4		
1	1082/29538448		KIT-SEALRING		
6	1082/29542748		PLATE-REACTION, C3/C4		
1	1082/29542938		SPRING-HELICAL COMPN, GROUND E		
1	1082/29545518		SEAL ASSEMBLY-ENCASED, DOUBLE		
1	1082/29546229		SEAL-OIL, TUBE, (OIL FILL TUBE		
4	1082/29554236		SPRING-CONICAL COMPN, CLOSED		
1	1082/29557345		GASKET-PLATE, CHANNEL, 6SPD (3		
2	1082/29558027		SEAL-PISTON, LIP TYPE, C3/C4 I		
1	1082/29558107		BODY ASSEMBLY-VALVE, PIN		
1	1082/29558331		KIT-FILTER ASM, SUCTION		
1	1082/29558426		HARNESS ASSEMBLY-WIRING, INTER		
1	1082/29566114		VALVE-TRIM, TCC, GROOVED		
2	1082/29567711		SEAL-PISTON, OD, C3/C4		
3	1082/29570985		VALVE-TRIM, CLUTCH, GROOVED		
2	1082/29571670		PISTON-C3/C4, CAST PISTON		
	LABOR ATDOTHZZZ		ALLISON MISC GENERAL LABOR OP		
	LABOR ATDWLD0595		R&R CONTROL VALVE BODY OR CONT		
1	PROG		COMPUTER HOOKUP FEE		

PROFORMA INVOICE

SUB TOTAL:

CLARKE
Power Services

460 US HWY 49
JACKSON, MS 39218
Phone: (601) 932-2424

SERVICE ORDER: S108030882

BILL TO
CITY OF JACKSON FIRE DEPT - 102175
CITY OF JACKSON
P.O. BOX 17
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DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	ENGINE HOURS
12/17/2025 9:20:00AM		SC	JIM BURNHAM	NET30		0

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	COMPONENT S/N	IN SERVICE	ODOMETER IN	ODOMETER OUT
2021	PIERCE MFG. INC	PIERCE	4P1BAAFFXMA022294	TK892	6511734377	10/27/2020	30765	0

PRO FORMA INVOICE

PLEASE NOTE

Customer hereby agrees as follows: A. Clarke Power Services, Inc. ("Clarke") is authorized to perform the above work and to furnish all necessary parts and materials (the "Work"). B. The Terms and Conditions for Service of Vehicles or Generators posted on Clarke's website at www.clarkepowerservices.com/termsconditions (the "Terms") shall govern the Work, are incorporated herein by reference and are available to Customer from Clarke upon request. C. The Terms are the only terms that govern the Work, and together with this document comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, and communications. D. The Terms prevail over any of Customer's terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Terms.

SUBTOTAL	6,010.34
SHOP SUPPLIES	200.00
EPA CHARGE	75.00
SALES TAX	0.00
TOTAL INVOICE	**6,285.34**
UPFRONT DEPOSIT	0.00
TOTAL DUE	**6,285.34**

AUTHORIZED BY _____ DATE _____

PICK-UP BY _____ DATE _____

CONTACT CUST _____ DATE/TIME _____

Please Remit Payment to:
CLARKE POWER SERVICES, INC.
PO Box 710157
Cincinnati, OH 45271-0157
Phone: (513) 771-2200
Fax: (513) 771-0520

WARNING! PAYMENT FRAUD ADVISORY: If you receive any communication (i.e., email, letter, etc.), containing a request to change payment remittance instructions to Clarke (i.e., wire, ach, check, etc.), please call Chip Thomas, Clarke's Credit Director, at (513) 475-3454 Immediately to verify the accuracy of the information prior to sending any funds.

31

ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENT FOR LICENSE AND SERVICES IN THE AMOUNT OF $101,076.41, INVOICE NO. 025-528492, PROVIDED BY TYLER TECHNOLOGIES FOR THE MUNICIPAL COURT INCODE SYSTEM

WHEREAS, the City of Jackson Department of Information Technology (IT) requests the governing authorities to ratify the City's continued use of licenses and services for the City of Jackson's Municipal Court Incode System and to authorize the continued use and payment for the license and maintenance fees for the cycle commencing on November 01, 2025 through October 31, 2026; and,

WHEREAS, apart from the disputed product, Tyler U ($6,381.42), the City utilized the invoiced products and services amounting to $101,076.41; and,

WHEREAS, Miss. Code Ann. § 31-7-305(2) requires public bodies to pay only the amount not disputed; and,

WHEREAS, on February 21, 2012, the governing authorities for the City of Jackson accepted the bid of Tyler Technologies to provide the City of Jackson with the Incode System, recorded in Minute Book 6A at Page 398; and,

WHEREAS, on April 08, 2025, the governing authorities approved the continued use of the license and maintenance fees for the cycle November 01, 2024 through October 31, 2025; and,

WHEREAS, IT seeks approval to renew the license and pay up to $101,076.41 for the twelve months from November 01, 2025, to October 31, 2026, using the budget funds to ensure uninterrupted access to the essential platform for the Municipal Court's operations; and

Description	Units	Rate
Content Manager Annual Fees	1	$13,871.01
ERP Pro Financials Annual Fees	1	$ 2,255.84
Municipal Justice Annual Fees	1	$84,949.56

and,

WHEREAS, the total amount of the above license and maintenance fees is $101,076.41; and,

WHEREAS, the department represents the Municipal Justice Annual fees are for Maintenance Licensing per user, Document Manager, System Software and support, Online collections, and Case Management Suite; and,

WHEREAS, the following charge was on Invoice No. 025-528492, but disputed by the department because the product isn't available or used and wasn't purchased under the contracts; and,

Agenda Item No. 31
January 27, 2026
(Slater, Horhn)

Description	Units	Rate
Tyler U	1	$ 6,381.42

and;

WHEREAS, the Department of IT has advised the Office of the City Attorney of the nature of the dispute; and,

WHEREAS, the Office on the City Attorney, on December 23, 2025, sent by electronic mail written notice to Tyler that the charges for Tyler U are disputed; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality have the care, management, and control of the municipal affairs; and,

WHEREAS, the best interest of the City of Jackson would be served by ratifying the use of the Tyler Technologies Incode services from November 01, 2025 to present and authorizing payment for the undisputed license and maintained fees indicated in Invoice No. 025-528492, not to exceed $101,076.41, to ensure uninterrupted access to this platform that is essential to the City's Municipal Court operations through the Incode system.

NOW, THEREFORE, BE IT ORDERED, that the use of the license and services from November 01, 2025 to present is hereby ratified.

IT IS FURTHER ORDERED that Invoice No. 025-528492 from Tyler Technologies for the licenses and services for up to an additional twelve (12) months for the period beginning **November 01, 2025** through **October 31, 2026** with payments made in accordance with the monies posted in the budget for the annual payment not to exceed $101,076.41 may be paid.

Item _____
Agenda Date _____
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE December 19, 2025

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING PAYMENT FOR LICENSE AND MAINTENANCE FEES IN THE AMOUNT OF $101,076.41 INVOICED AND DESCRIBED ON INVOICE # 025-528492 PROVIDED BY TYLER TECHNOLOGIES FOR MUNICPAL COURT INCODE COURT SYSTEM**
2.	**Purpose**	Renews the City of Jackson's support and licensing services and to continue use of Tyler Technology Incode Municipal Court System.
3.	**Who will be affected**	Jackson Police Dept, Jackson Fire Department and Citizens
4.	**Benefits**	Municipal Court ability to use an effective system without delays and systems outages during operational hours while affecting customers and payments
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Information Technology
8.	**COST**	$101,076.41
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A __x___ AABE _____% WAIVER yes ___ no ___ N/A __x___ WBE _____% WAIVER yes ___ no ___ N/A _x___ HBE _____% WAIVER yes ___ no ___ N/A __x___ NABE _____% WAIVER yes ___ no ___ N/A___x__

MEMORANDUM

Date: December 19, 205

To: Nathan Slater, Information Technology Director

From: Rhushell Moore

Subject: Justification for Renewal of Tyler Technologies Incode Invoice # 025-4528492

The agenda item which accompanies this memorandum requests that the governing authorities ratify the use and authorize the payment to Tyler Technologies for maintenance and services for the cycle period October 1, 2025, through October 31, 2026.

The maintenance and services are a part of the City of Jackson's Municipal Court System. The system includes case management, content/document management, on demand applications services, system software and test environment. Tyler submitted Invoice# 025-528492 for the maintenance and services associated with the system for $107,457.83. The items listed on the invoice are in dispute: Tyler U, annual fee of $6,381.42 and therefore are not asked to be considered in the payment. Tyler Technologies has not submitted a revised invoice as of December 19, 2025, listing the disputed items as removed from the invoice. Therefore, the total payments of the invoice equal $101,076.41.

RM

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENT FOR LICENSE AND SERVICES IN THE AMOUNT OF $101,076.41, INVOICE NO. 025-528492, PROVIDED BY TYLER TECHNOLOGIES FOR THE MUNICIPAL COURT INCODE SYSTEM** is legally sufficient for placement in NOVUS Agenda.

12/23/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney II*

Date

12/23/25

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-528492	10/01/2025	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF JACKSON
FINANCE DIVISION/ACCOUNTS PAYABLE
P.O. BOX 17
JACKSON, MS 39205

Ship To: CITY OF JACKSON
FINANCE DIVISION/ACCOUNTS PAYABLE
P.O. BOX 17
JACKSON, MS 39205

ustomer No.	Ord No	PO Number	Currency	Terms	Due Date
47823	217278		USD	NET45	11/15/2025

Date Description	Units	Rate	Extended Price
cle Start: 01/Nov/2025, End: 31/Oct/2026			
ıtent Manager Annual Fees	1		$13,871.01
Cycle Start: 01/Nov/2025, End: 31/Oct/2026			
P Pro Financials Annual Fees	1		$2,255.84
Cycle Start: 01/Nov/2025, End: 31/Oct/2026			
ıicipal Justice Annual Fees	1		$84,949.56
Cycle Start: 01/Nov/2025, End: 31/Oct/2026			
University	1		$6,381.42
Cycle Start: 01/Nov/2025, End: 31/Oct/2026			

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	107,457.83
Sales Tax	0.00
Invoice Total	107,457.83

32

OFFICE OF THE CITY ATTC

ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENT FOR LICENSE AND SERVICES IN THE AMOUNT OF $394,205.06 (INVOICE NO. CI100-00228741) PROVIDED BY TYLER TECHNOLOGIES, INC. FOR MUNIS, THE CITY'S FINANCIAL SYSTEM

WHEREAS, the City of Jackson Department of Information Technology (IT) requests the governing authorities to ratify the City's continued use of licenses and services for the City of Jackson's financial systems, Munis, provided by Tyler Technologies, Inc. and to authorize the continued use and payment for the licenses and support; and,

WHEREAS, the City has used the licenses and services continuously, and most recently, on January 14, 2025, the governing authorities ratified the services through December 05, 2025 (Munis) and December 27, 2025 (Tyler System Management Services Support); and,

WHEREAS, IT requests the governing authorities to ratify the City's continued use of the licenses and services the Tyler System Management Services Support, which provides support assistance from through phone call or a ticketing system with updates when the system not operating correctly, if there are login and viewing issues, to update a patch on the database or server, SSL certificate placement for the cycle commencing **December 28, 2025 through December 27, 2026;** and,

WHEREAS, the use and renewal of licenses and provision of support services for the current invoice, No. CI100-00228741, has a cycle start commencing on **December 06, 2025** and ending on **December 05, 2026**, with services as follows:

Agenda Item No. 32
January 27, 2026
(Slater, Horhn)

Description	Units	Rate
Munis support & Update Accounts Receivable	1	$14,816.77
Munis support & Update Inventory	1	$17,020.29
Munis support & Update Contract Management	1	$7,585.68
Munis support & Update Purchasing	1	$29,836.15
Munis support & Update BMI Asset Track Interface	1	$1,469.01
Munis support & Update Analytics & Reporting	1	$19,173.15
Munis support & Update Recruiting	1	$3,672.54
Munis support & Update Capital Assets	1	$17,020.29
Munis support & Update General Billing	1	$7,598.36
Munis support & Update Project & Grant Accounting	1	$10,637.68
Munis support & Update Payroll/ESS	1	$23,291.72
Munis support & Update Cash Management	1	$12,283.99
Munis support & Update Comprehensive Financial Report	1	$8,864.73
Munis support & Update Budgeting	1	$18,641.27
Munis support & Update BMI Collect IT Interface	1	$1,469.01
Munis support & Update Human Resources Management	1	$12,933.17
Munis support & Update Accounting/GL	1	$67,815.22
Munis support & Update Accounts Payable	1	$18,641.27
Munis support & Update Tyler Forms Processing	1	$5,487.70

and,

WHEREAS, Invoice No. CI100-00228741 also included billing for the following service with a cycle start date of **December 28, 2025 and ending December 27, 2026:**

Description	Units	Rate
Tyler System Management Services Support	1	$95,887.06

WHEREAS, the total amount billed by Tyler Technologies for Invoice #CI100-00228741 is $394,205.06; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality shall have the care, management, and control of the municipal affairs; and,

WHEREAS, on September 25, 2018, the governing authorities for the City of Jackson accepted the bid of Tyler Technologies to provide the City of Jackson with an Enterprise Resource Planning System, recorded in Minute Book 6N at Page 696; and,

WHEREAS, the best interest of the City of Jackson would be served by ratifying the use of the services for licenses and support services related to Munis, as indicated on the Invoice. No. CI100-00228741, attached hereto and incorporated fully by reference, to ensure uninterrupted access to this platform that is essential to the City's operations.

NOW, THEREFORE, BE IT ORDERED, that the use of the license and services for Munis and the Tyler System Management Services Support for licenses and support services related to Munis is hereby ratified and the City is authorized to continue use of the licenses and services.

IT IS FURTHER ORDERED that Invoice #CI100-00228741 from Tyler Technologies for the licenses and services for Munis and the Tyler System Management Services Support for licenses and support services related to Munis, in the amount of $394,205.06, may be paid.

Item _____
Agenda Date _____
By: Slater, Horhn

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE December 18, 2025

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING PAYMENT FOR LICENSING AND SERVICES INVOICED AND DESCRIBED ON INVOICE #CI100-00228741 PROVIDED BY TYLER TECHNOLOGIES IN THE TOTAL AMOUNT OF $394,205.060**
2.	**Purpose**	Renews the City of Jackson's support and licensing services and to continue use of Tyler Technology ERP Munis Financial system.
3.	**Who will be affected**	City Wide (All Departments)
4.	**Benefits**	City's ability to use the Tyler Technology Munis financial system used by departments for use in inventory, asset, payroll, and human resources functions will not be terminated.
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Information Technology
8.	**COST**	$394,205.06
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A __x___ AABE _____% WAIVER yes ___ no ___ N/A __x___ WBE _____% WAIVER yes ___ no ___ N/A _x___ HBE _____% WAIVER yes ___ no ___ N/A __x___ NABE _____% WAIVER yes ___ no ___ N/A___x__

MEMORANDUM

Date: December 18, 2025

To: Nathan Slater, Information Technology Director

From: Rhushell Moore

Subject: Justification for Renewal of Tyler Technologies Enterprise ERP Munis Contract

The agenda item which accompanies this memorandum requests that the governing authorities ratify the use and authorize the payment to Tyler Technologies for licenses and services for the cycle period November 1, 2025, through December 6, 2026 and also Tyler Systems Management Services and Support for cycle period December 28, 2025, through December 27, 2026.

The licenses and services are a part of the City of Jackson's Enterprise Resource Planning System. The system includes accounting, asset, inventory, payroll, and human resource components. Tyler submitted Invoice/Document CI100-00228741 for the licenses and support services associated with the system. The total amount of the invoice is $394,205.06.

RM

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING THE PAYMENT FOR LICENSE AND SERVICES IN THE AMOUNT OF $394,205.06 (INVOICE NO. CI100-00228741) PROVIDED BY TYLER TECHNOLOGIES, INC. FOR MUNIS, THE CITY'S FINANCIAL SYSTEM** is legally sufficient for placement in NOVUS Agenda.

12/23/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney II*

Date

tyler
Technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00228741	11/01/25	1 of 2

Bill To: JACKSON, MS CITY OF
INFORMATION SYSTEMS
353 SOUTH CONGRESS STREET
JACKSON, MS 39201

Delivery To: JACKSON, MS CITY OF
INFORMATION SYSTEMS
353 SOUTH CONGRESS STREET
JACKSON, MS 39201

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
47823	LOC000049008	LOC000049008	USD	Net45	12/16/2025

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000000706	200-2019117706

Contract Date	Description	Quantity	Unit Price	Extended Price
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE 12/06/2025 - 12/05/2026	1	$14,816.77	$14,816.77
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - INVENTORY 12/06/2025 - 12/05/2026	1	$17,020.29	$17,020.29
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT 12/06/2025 - 12/05/2026	1	$7,585.68	$7,585.68
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - PURCHASING 12/06/2025 - 12/05/2026	1	$29,836.15	$29,836.15
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - BMI ASSET TRACK INTERFACE 12/06/2025 - 12/05/2026	1	$1,469.01	$1,469.01
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING 12/06/2025 - 12/05/2026	1	$19,173.15	$19,173.15
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - RECRUITING 12/06/2025 - 12/05/2026	1	$3,672.54	$3,672.54
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - CAPITAL ASSETS 12/06/2025 - 12/05/2026	1	$17,020.29	$17,020.29
04/30/19	SUPPORT & UPDATE LICENSING - GENERAL BILLING 12/06/2025 - 12/05/2026	1	$7,598.36	$7,598.36
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - CASH MANAGEMENT 12/06/2025 - 12/05/2026	1	$12,283.99	$12,283.99
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - ANNUAL COMPREHENSIVE FINANCIAL REPORT 12/06/2025 - 12/05/2026	1	$8,864.73	$8,864.73
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING 12/06/2025 - 12/05/2026	1	$10,637.68	$10,637.68

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00228741	11/01/25	2 of 2

Contract Date	Description	Quantity	Unit Price	Extended Price
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - PAYROLL W/ESS 12/06/2025 - 12/05/2026	1	$23,291.72	$23,291.72
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - BUDGETING 12/06/2025 - 12/05/2026	1	$18,641.27	$18,641.27
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - BMI CollectIT INTERFACE 12/06/2025 - 12/05/2026	1	$1,469.01	$1,469.01
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT 12/06/2025 - 12/05/2026	1	$12,993.17	$12,993.17
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - ACCOUNTING/GL 12/06/2025 - 12/05/2026	1	$67,815.22	$67,815.22
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - ACCOUNTS PAYABLE 12/06/2025 - 12/05/2026	1	$18,641.27	$18,641.27
02/17/19	MUNIS SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING 12/06/2025 - 12/05/2026	1	$5,487.70	$5,487.70
02/17/19	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT 12/28/2025 - 12/27/2026	1	$95,887.06	$95,887.06

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 394,205.06
Sales Tax	$0.00
Total	$ 394,205.06

33

ORDER RATIFYING THE USE OF TYLER TECHNOLOGIES' DISASTER RECOVERY, CONTENT MANAGER ENTERPRISE, AND CASHIERING SOLUTION IN THE AMOUNT OF $135,050.33 (INVOICE NO. 045-537786)

WHEREAS, the City of Jackson Department of Information Technology (IT) requests the governing authorities to ratify the City's continued use of licenses and services used for the City of Jackson's Human Resources, Payroll, and Cashiering solutions provided by Tyler Technologies on Invoice No. 045-537786, dated October 01, 2025, in the amount of $135,050.33; and,

WHEREAS, IT requests the governing authorities to authorize the continued use and payment for the license and maintenance fees for **Tyler Disaster Recovery Service** for the cycle commencing on **November 01, 2025,** through **October 31, 2026**; and,

WHEREAS, IT requests the governing authorities to authorize the continued use and payment for the license and maintenance fees for **Tyler Content Manager Enterprise** and **Tyler Cashiering** for the cycle commencing **November 15, 2025** through **November 14, 2026**; and,

WHEREAS, on September 25, 2018, the governing authorities for the City of Jackson accepted the bid of Tyler Technologies to provide the City of Jackson with the Enterprise Resource Planning System, recorded in Minute Book 6N at Page 696; and,

WHEREAS, the City has used the licenses and services continuously, and most recently, on January 14, 2025, the governing authorities ratified the services through October 31, 2025 (Tyler Disaster Recovery Service) and November 14, 2025 (Tyler Content Manager and Tyler Cashiering); and,

WHEREAS, Tyler Technologies submitted Invoice No. 045-537786 to the City of Jackson for the use and renewal of licenses and provision of support services with a cycle commencing on **November 01, 2025**, through **October 31, 2026**, as follows:

Description	Units	Rate
Tyler Disaster Recovery Service	1	$91,860.88

WHEREAS, Invoice No. 045-537786 also included billing for the following services with a cycle start date of **November 15, 2025**, through **November 14, 2026**, as follows:

Description	Units	Rate
Tyler Content Manager Enterprise	1	$11,486.54
Tyler Content Manager Auto Indexing and Redaction	1	$ 1,148.65
Tyler Content Manager Self-Service Support & Update Licensing	1	$ 2,297.32
Tyler Cashiering	1	$17,689.26

Agenda Item No. 33
January 27, 2026
(Slater, Horhn)

Description	Units	Rate
Tyler Asset Maintenance	10 @ $696.85	$ 6,968.50
Tyler Asset Performance	10 @ $153.16	$ 1,531.60
Requester Access License Site License Maintenance	1	$ 2,067.58

WHEREAS, the total amount billed by Tyler Technologies for Invoice No. 045-537786 for the Tyler Disaster Recovery, Tyler Content Manager Enterprise, and Tyler Cashiering licenses and services is $135,050.33; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality shall have the care, management, and control of the municipal affairs; and,

WHEREAS, the licenses and services of Tyler Technology for the Disaster Recovery Service, Tyler Content Manager Enterprise, and Cashiering have been continuously utilized prior to tendering payment; and,

WHEREAS, the best interest of the City of Jackson would be served by ratifying the use of the license and services from Tyler Technology for the Disaster Recovery Service, Tyler Content Manager Enterprise, and Cashiering and authorizing payment for the licenses and services indicated on Invoice No. 045-537786, fully incorporated into this Order by reference and attached hereto, for the cycles stated herein and on the invoice.

IT IS HEREBY ORDERED that the use of the license and services from Tyler Technologies for the Disaster Recovery Service, Tyler Content Manager Enterprise, and Cashiering is ratified and continued use is authorized.

IT IS FURTHER ORDERED that Invoice 045-537786 submitted by Tyler Technologies for the licenses and services for the Disaster Recovery Service, Tyler Content Manager Enterprise, and Cashiering in the amount of $135,050.33 may be paid.

Item _____
Agenda Date _____
By: Slater, Horhn

MEMORANDUM

Date: November 20, 2025

To: Nathan Slater, Director

From: Rhushell Moore

Subject: Justification for Renewal of Tyler Technologies Enterprise ERP Munis Contract

The agenda item which accompanies this memorandum requests that the governing authorities ratify the use and authorize the payment to Tyler Technologies for licenses and services for the cycle period November 1, 2025, through October 31, 2026, and also November 15, 2025, through November 14, 2026.

The licenses and services are a part of the City of Jackson's Enterprise Resource Planning System. The system includes disaster recovery, content manager, content manager self-service, cashiering, assets and access license. Tyler submitted Invoice 045-537786 for the licenses and support services associated with the system. The total amount of the invoice is $135,050.33.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE November 20, 2025

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING PAYMENT FOR LICENSE AND MAINTENANCE FEES IN THE AMOUNT OF $135,050.33 INVOICED AND DESCRIBED ON INVOICE # 045-537786 PROVIDED BY TYLER TECHNOLOGIES.**
2.	**Purpose**	Renews the City of Jackson's maintenance and disaster recovery services and to continue use of Tyler Technology Cashering and TCM Software System
3.	**Who will be affected**	City Wide (All Departments)
4.	**Benefits**	City's ability to use the Tyler Technology disaster recovery services and Cashiering for use by the departments accepting cash and credit card payments
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Information Technology
8.	**COST**	$135, 050.33
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Technology Fund –Machine/Equip Maintenance 004.904006464
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A __x___ AABE _____% WAIVER yes ___ no ___ N/A __x___ WBE _____% WAIVER yes ___ no ___ N/A _x___ HBE _____% WAIVER yes ___ no ___ N/A __x___ NABE _____% WAIVER yes ___ no ___ N/A___x__

Office of the City Attorney

401 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE USE OF TYLER TECHNOLOGIES' DISASTER RECOVERY, CONTENT MANAGER ENTERPRISE, AND CASHIERING SOLUTION IN THE AMOUNT OF $135,050.33 (INVOICE NO. 045-537786)** is legally sufficient for placement in NOVUS Agenda.

12/23/25

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Chelsea Chicosky, *Deputy City Attorney*

Date

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-537786	10/01/2025	1 of 1

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF JACKSON
INFORMATION SYSTEMS
353 SOUTH CONGRESS STREET
JACKSON, MS 39201

Ship To: CITY OF JACKSON
353 SOUTH CONGRESS STREET
JACKSON, MS 39201

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47823	234164		USD	NET45	11/15/2025

Date	Description	Units	Rate	Extended Price
	TYLER DISASTER RECOVERY SERVICE Cycle Start: 01/Nov/2025, End: 31/Oct/2026	1	91,860.88	91,860.88
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE Cycle Start: 15/Nov/2025, End: 14/Nov/2026	1	11,486.54	11,486.54
	Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition) - Maintenance Cycle Start: 15/Nov/2025, End: 14/Nov/2026	1	1,148.65	1,148.65
	Tyler Content Manager Self-Service (Enterprise Edition) - Maintenance Cycle Start: 15/Nov/2025, End: 14/Nov/2026	1	2,297.32	2,297.32
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Cycle Start: 15/Nov/2025, End: 14/Nov/2026	1	17,689.26	17,689.26
	Tyler Asset Maintenance - Maintenance Cycle Start: 15/Nov/2025, End: 14/Nov/2026	10	696.85	6,968.50
	Tyler Asset Performance - Maintenance Cycle Start: 15/Nov/2025, End: 14/Nov/2026	10	153.16	1,531.60
	Requestor Access License - Site License - Maintenance Cycle Start: 15/Nov/2025, End: 14/Nov/2026	1	2,067.58	2,067.58

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	135,050.33
Sales Tax	0.00
Invoice Total	135,050.33

Agenda Item

#34

Please refer back to item #2

Agenda Item

#35

Please refer back to item #3

36

ORDER AUTHORIZING THE PAYMENT OF $4,000.00 TO ADVANCED ENVIRONMENTAL CONSULTANTS, INC FOR LEAD BASED PAINT INSPECTION AND LEAD BASED PAINT RISK ASSESSMENTS

WHEREAS, the Department of Planning and Development recommends that three (3) invoices submitted by Advanced Environmental Consultants, Inc. be approved for payment in an amount not to exceed four thousand dollars ($4,000.00); and

WHEREAS, on January 21, 2025, Advanced Environmental Consultants, Inc submitted Invoice #3221 in the amount of $2,500.00 for a lead-based paint and lead based paint risk assessment report for 5304 Queen Christina Lane in Jackson, Mississippi; and

WHEREAS, on February 11, 2025, Advanced Environmental Consultants, Inc. submitted Invoice #3225 in the amount of $750.00 for a lead clearance report for 1542 Barrett Avenue in Jackson, Mississippi; and

WHEREAS, on February 11, 2025, Advanced Environmental Consultants, Inc. submitted Invoice #3224 in the amount of $750.00 for a lead clearance report for 5304 Queen Christina Lane; and

WHEREAS, the Department of Planning and Development recommends that the invoices be paid because it mistakenly believed that an action taken by the governing authorities on September 12, 2023 was applicable to its continued procurement of services from Advanced Environmental Consultants, Inc; and

WHEREAS, the September 12, 2023 action authorized the mayor to approve a purchase order for Advanced Environmental Consultants, Inc., and is recorded in Minute Book 6X at Pages 845-845; and

WHEREAS, the Department of Planning and Development believed that the September 12, 2023,order negated the necessity of securing purchase orders for each lead based paint inspection and lead based risk assessment performed; and

WHEREAS, the Department of Planning and Development also thought that the September 12, 2023, action of the governing authorities allowed for the procurement of services from Advanced Environmental Consultants, Inc. indefinitely because a period of duration for the purchase order was not indicated; and

WHEREAS, the Department of Planning and Development has been informed that the governing authorities for the City of Jackson have a policy related to the procurement of personal and professional services, which includes lead- based inspections and lead based risk assessments; and

Agenda Item No. 36
January 27, 2026
(Brown, Horhn)

WHEREAS, the services were procured by the Department of Planning and Development in connection with the Healthy Homes Production Grant award from the United States Department of Housing and Urban Development; and

WHEREAS, payment of the subject invoices serves the best interest of the City of Jackson.

IT IS HEREBY ORDERED that Advanced Environmental Consultants, Inc., Invoice #3221 in the amount of $2,500.00 may be paid.

IT IS HEREBY ORDERED that Advanced Environmental Consultants, Inc., Invoice # 3225 in the amount of $750.00 may be paid.

IT IS HEREBY ORDERED that Advanced Environmental Consultants, Inc., Invoice # 3224 in the amount of $750.00 may be paid.

IT IS HEREBY ORDERED that the contents of this order shall not be construed as authorizing additional procurements or payments to Advanced Environmental Consultants, Inc., without following the Personal and Professional Service Procurement Policy approved by the Jackson City Council on August 27, 2024.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF $4,000.00 TO ADVANCED ENVIRONMENTAL CONSULTANTS, INC FOR LEAD BASED PAINT INSPECTION AND LEAD BASED PAINT RISK ASSESSMENTS** is legally sufficient for placement in NOVUS Agenda.

12/22/25

Drew Martin, *City Attorney* **Date**
Sondra Moncure, *Special Assistant* Sondra Moncure 12/17/25
Carrie Johnson, *Deputy City Attorney*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/17/2025

	POINTS	COMMENTS
1.	**Brief Description**	Order authorizes payment to Advanced Environmental Consultants, Inc. for lead-based inspections and lead-based clearance assessment services performed in connection with the Healthy Homes Production Grant Program
	Purpose	Remit payment for outstanding invoices
3.	**Who will be affected**	City of Jackson and Advanced Environmental Consultants
4.	**Benefits**	Reduces the likelihood of litigation being pursued
5.	**Schedule (beginning date)**	N/A
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	N/A
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Planning and Development
8.	**COST**	$4,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	HUDCDBG21Admin80910-6419
10.	**EBO participation** **See attached sheets from Vendors**	ABE _____% WAIVER yes ___ no ___ N/A __X__ AABE _____% WAIVER yes ___ no ___ N/A __X__ WBE _____% WAIVER yes ___ no ___ N/A __X__ HBE _____% WAIVER yes ___ no ___ N/A __X__ NABE _____% WAIVER yes ___ no ___ N/A __X__

37

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE JACKSON REDEVELOPMENT AUTHORITY (JRA) RELATED TO THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM TO EXTEND THE PERIOD OF PERFORMANCE AND TO MODIFY THE FUNDING SOURCE FROM 2023 AND 2024 CDBG FUNDS TO THE CITY'S 2025 CDBG FUNDING ALLOCATION

WHEREAS, the Department of Planning and Development recommends that the governing authorities authorize the mayor to execute an amendment to the agreement entered into with the Jackson Redevelopment authority on or about May 5, 2025 regarding the construction of a Space Station Exhibit at the Russell C Davis Planetarium; and

WHEREAS, on April 8, 2025, the governing authority authorized the Mayor to execute an agreement with JRA to provide $500,000 in CDBG funds to support a Space Station Exhibit at the Planetarium; and

WHEREAS, the Department of Planning and Development recommends that the Mayor execute an amendment to the original agreement to allow the City of Jackson to extend the period of performance from March 31, 2026 to July 31, 2026 and also modify the source of the funding from Community Development Block Grant Funds allocation for the years 2023 and 2024 to Community Development Block Grant Funds allocated for the year 2025; and

WHEREAS, the term of the agreement authorized on April 8, 2025 provided that the term of the agreement would be from April 9, 2025 through March 31, 2026; and

WHEREAS, the agreement authorized on April 8, 2025 also provided that the work to be performed would be funded partially from 2023 Community Development Block Grant funding and partially from 2024 Community Development Block Grant funds; and

WHEREAS, the Office of Housing and Community Development confirms that the project is eligible for Community Development Block Grant funding; and

WHEREAS, the Office of Housing and Community Development believes that the best interest of the City of Jackson would be served by authorizing the mayor to execute an amendment to the agreement with the Jackson Redevelopment Authority which extends the term for completion of the work from March 31, 2026 to July 31, 2026 and approving the appropriation of $500,000.00 from the 2025 Community Development Block Grant allocation for the funding of the contract if allowed by the United States Department of Housing and Urban Development.

IT IS THEREFORE ORDERED that the mayor shall be authorized to execute an amendment to the agreement with the Jackson Redevelopment Authority, which extends the term of the agreement and performance from March 31, 2026 to July 31, 2026 and which modifies funding sources from 2023 and 2024 Community Development Block Grant allocation to the 2025 Community Development Block Grant allocation.

Agenda Item No. 37
January 27, 2026
(Brown, Horhn)

IT IS FURTHER ORDERED that the allocation from the 2025 Community Development Block Grant funding shall not exceed the sum of $500,000.00.

IT IS FURTHER ORDERED that the appropriation from the 2025 Community Development Block Grant funding is contingent upon and meeting requirements of the United States Department of Housing and Urban Development.

Item #: _____
Agenda Date: 1/27/2026
By: Brown, Horhn

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE JACKSON REDEVELOPMENT AUTHORITY (JRA) RELATED TO THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM TO EXTEND THE PERIOD OF PERFORMANCE AND TO MODIFY THE FUNDING SOURCE FROM 2023 AND 2024 CDBG FUNDS TO THE CITY'S 2025 CDBG FUNDING ALLOCATION** is legally sufficient for placement in NOVUS Agenda.

1/21/26

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* S.M.
Carrie Johnson, *Deputy City Attorney*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 1/27/2026
DATE

	POINTS	COMMENTS
1.	Brief Description	Order authorizes the mayor to execute an amendment to the agreement with the Jackson Redevelopment Authority which extends the term of performance for the Russell Davis Planetarium Space Exhibit and which modifies the source of funding from the 2023 and 2024 CDBG allocation to the 2025 CDBG allocation
2.	Public Policy Initiative Youth & Education Crime Prevention Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Economic Development, Youth and Education, and Quality of Life
3.	Who will be affected	City of Jackson, Jackson Redevelopment Authority, patrons of the Russell C Davis Planetarium
4.	Benefits	Facilitates the reopening of the Russell C Davis Planetarium
5.	Schedule (beginning date)	Upon Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide – All Wards
7.	Action implemented by: ▪ City Department	Department of Planning & Development Office of Housing and Community Development
8.	COST	$500,000.00
9.	Source of Funding ▪ General Fund ▪ Grant X ▪ Bond ▪ Other	2025 CDBG allocation
10.	EBO participation See attached sheets from Vendors	ABE _____ % WAIVER yes ___ no ___ N/A __X__ AABE _____ % WAIVER yes ___ no ___ N/A __X__ WBE _____ % WAIVER yes ___ no ___ N/A __X__ HBE _____ % WAIVER yes ___ no ___ N/A __X__ NABE _____ % WAIVER yes ___ no ___ N/A __X__

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: Angela Brown, Director
Department of Planning and Development

DATE: January 20, 2026

RE: Agenda Item for January 27, 2026 City Council Meeting

The attached agenda item requests that you be authorized to execute an amendment to the existing agreement with the Jackson Redevelopment Authority related to the Space Exhibit at the Russell C Davis Planetarium. The amendment will extend the term of the agreement from March 31, 2026 to July 31, 2026.

The amendment also modifies the source of funding from 2023 and 2024 CDBG funds to 2025 CDBG funds.

If you have any questions, please contact me at ext. 9428.

cc: Reginald Jefferson, Deputy Director, Department of Planning and Development
Dr. Robbie Smith, Manager, Community Development | Neighborhood Services

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TOTALING $500,000 BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY (JRA) UTILIZING 2023 AND 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO REHABILITATE AN EXHIBIT AT THE JACKSON PLANETARIUM.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, by order entered on August 15, 2023, the governing authorities authorized the mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2023 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of $4,460,477.00, including $1,745,968 in Community Development Block Grant (CDBG) funds; and

WHEREAS, on February 27, 2023, HUD notified the City of Jackson of its 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provides funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, HUD awarded the City of Jackson $1,745,968 in CDBG funds with the program year beginning on October 1, 2023 and ending on September 1, 2030; and

WHEREAS, furthermore, on November 20, 2023, HUD notified the City of Jackson of its 2024 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

WHEREAS, by order entered on August 13, 2024, the governing authorities authorized the mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2024 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of $4,367,303.00, including $1,784,212.00 in Community Development Block Grant (CDBG) funds; and

WHEREAS, HUD awarded the City of Jackson $1,784,176.00 in CDBG funds with the program year beginning on October 1, 2024 and ending on September 1, 2031; and

WHEREAS, the Department of Planning and Development recommends to the governing authority for the City of Jackson to allocate $200,000 from the 2023 allocation from HUD and $300,000 from the 2024 allocation from HUD to the Jackson Redevelopment Authority to support the installation of the Space Station exhibit on the third floor of the Russell C. Davis Planetarium; and

WHEREAS, the governing authorities of the municipality, in their discretion, may appropriate funds to JRA pursuant to Section 43-35-15(i) of the Mississippi Code of 1972, (i) and make such expenditures as may be necessary to carry out the purposes of the Urban Renewal Laws and to levy taxes and assessments for such purposes; and

WHEREAS, furthermore, Section 45-35-15(k) states every municipality has the power within its area of operation, to organize, coordinate and direct the administration of the provisions of the Urban Renewal Law as they apply to such municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved in order to carry out such purpose most effectively; and

WHEREAS, the Department of Planning and Development recommends that the governing authority for the City of Jackson authorize the Mayor to enter into the CDBG Contract with the Jackson Redevelopment Authority with the following provisions:

ARTICLE I – TERM

1.1 Term - Services of the SUBRECIPIENT shall start on the ____day of _____ and end on the _____day of _____. This contract will cover all expenses starting April 9, 2025 and ending March 31, 2026. Subrecipient must submit all eligible CDBG expenses and close-out reports to Office of Housing and Community Development (OHCD) by June 30, 2026 in order to be reimbursed. Expenses submitted after June 30, 2026 by the Subrecipient will be deemed ineligible, and will not be reimbursed by OHCD.

ARTICLE II – AWARD AND USE OF FUNDS

2.1 Statement of Work, Implementation Schedule and Budget - CITY shall provide SUBRECIPIENT a grant in an amount not to exceed Five Hundred Thousand Dollars ($500,000). The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement of $200,000 from the CITY's 2023 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Community Development Block Grant (hereinafter referred to as CDBG) funds and $300,000 from the CITY's 2024 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Community Development Block Grant (hereinafter referred to as CDBG) funds. CDBG funds must be expended in strict accordance with SUBRECIPIENT's CDBG Funding for Space Station Exhibit, Exhibit Narrative and the Third Floor – Zone Plan which are incorporated herein and attached hereto collectively as Exhibit "A".

2.2 Payments/Reimbursements - SUBRECIPIENT agrees to submit monthly reimbursements to the Office of Housing and Community Development (OHCD) by the 10th of each month for eligible expenses only. To qualify for reimbursements, individual cost must be incurred during the contract period. Subrecipients are required to prepare a reimbursement request package which includes a cover letter with the requested amount and the period the request is being made for. Documentation attached should support request, i.e., copies of receipts for expenditures, copies of bills paid, bank statement showing that checks have cleared, and other proof of expenditures.

ARTICLE III – PROGRAM/ ADMINISTRATIVE REQUIREMENTS

3.1 Compliance: The SUBRECIPIENT shall become familiar with and agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, including but not limited to 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

3.2 Administrative Requirements - The SUBRECIPIENT shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

3.3 Travel - The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

3.4 Financial Management

A. Financial and Program Standards - The SUBRECIPIENT agrees to comply and have effective control over, and accountability for, all funds, property, and other assets; and entity must adequately safeguard all assets and assure that they are used solely for authorized purposes pursuant to Internal Control regulations at 2 CFR Subpart D 200.303.

B. Cost Principles - The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; [and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR part 200 "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments"] for all costs incurred whether charged on a direct or indirect basis.

C. Procurement - The SUBRECIPIENT shall comply with current CITY, State and Federal laws concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided herein. All program assets (i.e., unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Contract or, in the event the SUBRECIPIENT's agency ceases to exist.

The Subrecipient must adhere to relevant procurement standards (2 CFR Part 200.317-326) and maintain adequate source documentation for all expenditures, including timesheets for all staff time charged to the grant.

The SUBRECIPIENT shall procure, utilize and dispose of property in accordance with the requirements of 2 CFR 200.313 Equipment.

3.5 Hold Harmless - The SUBRECIPIENT shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Contract.

3.6 Close-Outs - SUBRECIPIENT obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the CITY), and determining the custodianship of records.

3.7 Independent Contractor - Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Contract.

3.8 Workers' Compensation - If applicable, the SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

3.10 Grantor Recognition - The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT

will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

ARTICLE V- INTENTIONALLY LEFT BLANK.

ARTICLE IV – RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping

1. The SUBRECIPIENT agrees to maintain a sound fiscal management and accounting system and will allow the CITY, HUD, the Comptroller General of the United States, the Audit Department of the State of Mississippi, or any of their authorized representatives access to any and all books, documents, papers and records of SUBRECIPIENT for the purpose of making audit examination, excerpts, and transcriptions.

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, which are (1) to benefit low/moderate income persons; (2) aid in the prevention or elimination of slums and blight; and (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208;

3. Records required to determine the eligibility of activities;

4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records pursuant to 2 CFR part 200; and

7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

4.2 Retention - The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

4.3 Client Data - The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

information shall be made available, upon request, to the CITY's program monitors or their designees for review.

4.4 Disclosure - The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4.5 Property Records - The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 570.505.

4.6 Reports

A. Monthly Status Report - The SUBRECIPIENT shall submit to the CITY regular Monthly Status Reports detailing the progress of the SUBRECIPIENT. Such reports shall be submitted within five days after the end of each month and shall be in the form and content required by the CITY. The reports should include financial information, accomplishments and program activities accomplished during the period and any other information which will allow the CITY to adequately assess SUBRECIPIENT's performance.

B. Program Income Reports - The SUBRECIPIENT shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Contract.

The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504(c). By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY.

C. Close-Out Reports – The SUBRECIPIENT must submit a final close-out report to the City by October 15, 2023. The close-out report shall include the performance standards which are included in the contract as "scope of services" and the tools the subrecipient used to demonstrate they met the measurable objectives stated in their performance standards.

4.7 Audits and Inspections

A. Subrecipients which received in the aggregate more than seven hundred fifty thousand dollars ($750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

1. It is necessary for the CITY to be able to identify the CDBG grant revenue and program expenditures through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's annual audit(s) within 180 days after the

SUBRECIPIENT's fiscal year ends. Said audit(s) shall be performed by an independent Certified Public Accountant and shall specifically cover SUBRECIPIENT's activities and expenditures of CDBG funds for the term of this Contract in conformance with the Single Audit Act of 1984 as Amended in 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

2. All SUBRECIPIENT records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. A written response must be submitted to the CITY by the SUBRECIPIENT detailing the corrective action taken to address the deficiencies. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

B. Subrecipients which received in the aggregate less than seven hundred fifty thousand dollars ($750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

1. It is necessary for the CITY to be able to identify the CDBG grant revenue and program expenditures through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's annual financial statement(s) within 180 days after the SUBRECIPIENT's fiscal year ends. Said financial statement(s) shall be in compliance with generally accepted accounting principles and shall be performed by an independent Certified Public Accountant. Said financial statement(s) shall specifically cover SUBRECIPIENT's activities and expenditures of CDBG funds for the term of this Contract. The financial statement submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

2. All SUBRECIPIENT records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. A written response must be submitted to the CITY by the SUBRECIPIENT detailing the corrective action taken to address the deficiencies. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

ARTICLE VI – OTHER FEDERAL REQUIREMENTS

6.1 Relocation, Acquisition and Displacement - The SUBRECIPIENT agrees to comply with 24 CFR 570.606 to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses and non-profit organizations occurring as a direct result of any acquisition of real property utilizing grant funds. The SUBRECIPIENT agrees to comply with applicable CITY ordinances, resolutions, and policies concerning displacement of individuals from their residences.

6.2 Land Covenants - This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6.3 Section 504 - The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

6.4 Civil Rights

A. Compliance - The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

B. Nondiscrimination - The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

6.5 Affirmative Action

A. Policies -The SUBRECIPIENT agrees that it shall be committed to carrying out affirmative action policies in keeping with the principles as provided in the President's Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 Chapter 60).

B. W/MBE - The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by sub-contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

C. Access to Records - The SUBRECIPIENT shall furnish and cause sub-contractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

D. Notifications - The SUBRECIPIENT will send to each labor union or representative of workers, if it has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. EEO/AA Statement - The SUBRECIPIENT will state, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, that it is an Equal Opportunity or Affirmative Action employer.

F. Non-discrimination - The SUBRECIPIENT will include the provisions of Paragraphs XI.A. Civil Rights and C. Affirmative Action, in every subcontract specifically or by reference, so that such provisions will be binding upon each sub-contractors or vendor.

6.6 Conflict of Interest - The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The SUBRECIPIENT further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies or SUBRECIPIENTS which are receiving funds under the CDBG Entitlement program.

6.7 Lobbying and Disclosure Requirements - By entering this Contract, the SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. The SUBRECIPIENT understands that this certification is a material representation of fact upon which reliance by CITY was placed when this transaction was made or entered into, and submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code, for making or entering into this transaction. The SUBRECIPIENT further understands that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE VII- SUSPENSION AND TERMINATION OF CONTRACT

7.1 Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Statement of Work in Section 2 may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Contract shall, at the option of the CITY, become the property of the CITY, and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.

7.2 The CITY may also suspend or terminate this Contract, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.

7.3 Reversion of Assets - Upon expiration of this Contract SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts or loans receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds is either:

A. Used to meet one of the eligible activities pursuant to 24 CFR 570.201 until five (5) years after expiration of this Contract, or for such longer period of time as determined to be appropriate by the CITY; or

B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

ARTICLE VIII - AMENDMENTS

8.1 The CITY or SUBRECIPIENT may amend this Contract provided that such amendments make specific reference to this Contract, are authorized by the governing body of each entity, and are executed in writing and signed by a duly authorized representative of both organizations. The CITY, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

ARTICLE IX - EMPLOYMENT RESTRICTIONS

9.1 Prohibited Activity - The SUBRECIPIENT is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

9.2 OSHA - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

9.3 Safe Work Environment - Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

9.4 Labor Standards - The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Contract. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all SUBRECIPIENTS engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal law pertaining to such contracts and with the applicable regulations of the U.S. Department of Labor, under 29 CFR, Parts 3, 1, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of ten thousand dollars ($10,000.00).

9.5 Section 3 - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract,

shall be a condition of the federal financial assistance provided under this Contract and shall be binding upon the CITY, the SUBRECIPIENT and any sub-contractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any sub-contractors, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.
The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:
"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. 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 areas of the project."

The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

9.6 Notifications - The SUBRECIPIENT agrees to send each labor organization or representative of workers with which it has a collective bargaining Contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

9.7 Subcontracts - The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-contractors is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any sub-contractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-contractors has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE X - HATCH ACT

10.1 The SUBRECIPIENT agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15, Title V, United States Code.

ARTICLE XI - DAVIS-BACON ACT

11.1 The provision of the Davis-Bacon Action (40 U.S.C. 276a to 276a-5) do not apply to the CDBG Public Services Program.

ARTICLE XII - SUBCONTRACTS

12.1 The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the CITY prior to the execution of such Contract.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall cause all of the provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

ARTICLE XIII – COPYRIGHT

13.1 If this Contract results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

ARTICLE XIV – ENVIRONMENTAL STANDARDS

14.1 Air and Water - The SUBRECIPIENT agrees to comply with the following regulations insofar as they may apply to the performance of this Contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 33 U.S.C. Code 1318 in relation to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended; National Environmental Policy Act of 1969; and HUD Environmental Review Procedures (24 CFR, Part 58).

14.2 Flood Disaster Protection - The SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

14.3 Lead Based Paint - The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

14.4 Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

ARTICLE XV - PERFORMANCE MONITORING

15.1 The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards annually as required herein. Substandard performance as determined by the CITY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

CDBG-CV funds will be subject to additional measures designed to prevent fraud, waste, and abuse. The City will conduct regular oversight and monitoring activities to determine that use of CDBG-CV funds is consistent with grant requirements and limited to the necessary and reasonable costs of activities to prevent, prepare for, and respond to coronavirus.

ARTICLE XVI – ASSIGNABILITY

16.1 The SUBRECIPIENT shall not assign or transfer any interest in this Contract without the prior written consent of the CITY.

ARTICLE XVII - DRUG-FREE WORKPLACE REQUIREMENTS

17.1 The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;

(2) The SUBRECIPIENT's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying HUD within ten days after receiving notice under subparagraph D (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph D (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

ARTICLE XVIII – INDEMNIFICATION

The SUBRECIPIENT hereby indemnifies CITY in the total amount of Five Hundred Thousand Dollars ($500,000) against SUBRECIPIENT's failure to comply with any of the terms and conditions of this Contract or any CDBG Regulations, federal laws, or State statutes which result in an audit exception and ultimate request by HUD or any division of the State of Mississippi for the return of funds spent in noncompliance with HUD guidelines or the laws of the State of Mississippi.

IT IS, THEREFORE, ORDERED that the mayor be authorized to execute a contract totaling $500,000 with The Jackson Redevelopment Authority utilizing 2023 and 2024 Community Development Block Grant (CDBG) funds to rehabilitate the Jackson Planetarium Exhibit in accordance with this Order.

Council Member Hartley moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on April 8, 2025. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Jackson Field Office
100 West Capitol Street, Room 910
Jackson, MS 39269

January 13, 2025

Reginald Jefferson
Department of Planning and Development
City of Jackson
218 S President St
Jackson, MS 39201-4307

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Reginald Jefferson

The Jackson Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	$1,787,635.00
HOME Investment Partnerships (HOME)	$785,506.56
Emergency Solutions Grants (ESG)	$156,810.00
Housing Opportunities for Persons with AIDS (HOPWA)	$1,610,460.00
Total FY 2025 Award	**$4,340,411.56**

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement

HUD recognizes that federal courts including the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al.*, 1:25-cv-00342 (D.R.I.) have issued injunction orders which now impact all CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD

will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will include HUD disregarding any "certifications" or "compliance" statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: JacksonCPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Jackson on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at JacksonCPD@hud.gov.

Sincerely,

Ashley Lowe, Director
Jackson Field Office
Office of Community Planning and Development

Enclosure(s)

AMENDMENT TO WRITTEN AGREEMENT
BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND
JACKSON REDEVELOPMENT AUTHORITY (JRA)
FOR REHABILITATION OF THE PLANETARIUM
BY CHANGING THE CDBG FUNDING PROGRAM YEARS FROM 2023 & 2024 TO CDBG FUNDING PROGRAM YEAR 2025
AND EXTEND THE WRITTEN AGREEMENT END DATE TO JULY 31, 2026

THIS AMENDMENT is made by and between the City of Jackson, Mississippi and Jackson Redevelopment Authority for the rehabilitation of the Russell C. Davis Planetarium.

WHEREAS, by Order on April 8th, 2025, the governing authorities authorized the Mayor to execute the Written Agreement and related documents with Jackson Redevelopment Authority to rehabilitate the Russell C. Davis Planetarium Exhibit; and

WHEREAS, the Office of Housing and Community Development recommended that the Mayor be authorized to execute the Written Agreement and related documents with the Jackson Redevelopment Authority to expend CDBG funding for Program Year 2023 in the amount of $200,000 and for Program Year 2024 in the amount of $300,000 totaling $500,00; and

WHEREAS, the Written Agreement would be effective from April 1, 2025 to March 31, 2026; and

WHEREAS, HUD spending timeliness requirements necessitated the full expenditure of the City's 2023 and 2024 CDBG allocations within prescribed timeframes; and

WHEREAS, due to those timeliness requirements, the City is unable to utilize 2023 Program Year and 2024 CDBG Program Year funds for the Project; and

WHEREAS, by this amended Written Agreement, the City will utilize the Community Development Block Grant (CDBG) 2025 Program Year allocated funds in an amount not to exceed $500,000 and the Written Agreement end date will extend to July 31, 2026; and

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the parties do contract and agree as follows:

1. The Jackson Redevelopment Authority will receive funding for the Russell C. Davis Planetarium rehabilitation from the CDBG 2025 Program Year allocation in the amount of and not to exceed $500,000; and
2. The Written Agreement end date is extended to July 31st, 2026; and
3. All of the other terms and conditions of the executed Written Agreement dated May 5th, 2025, will remain in effect.

IN WITNESS WHEREOF, the Parties have executed and dated this Amendment to the Written Agreement after being authorized to do so.

JACKSON REDEVELOPMENT AUTHORITY

By: _____

Date: _____

Attest: _____

CITY OF JACKSON, MISSISSIPPI

By: _____
John Horhn, Mayor

Date: _____

Attest: _____
Municipal Clerk

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE JACKSON REDEVELOPMENT AUTHORITY (JRA) RELATED TO THE SPACE STATION EXHIBIT AT THE RUSSELL C. DAVIS PLANETARIUM TO EXTEND THE PERIOD OF PERFORMANCE AND TO MODIFY THE FUNDING SOURCE FROM 2023 AND 2024 CDBG FUNDS TO THE CITY'S 2025 CDBG FUNDING ALLOCATION is legally sufficient for placement in NOVUS Agenda.

1/21/26

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* S.M.
Carrie Johnson, *Deputy City Attorney*

CDBG CONTRACT
BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
JACKSON REDEVELOPMENT AUTHORITY

THIS CONTRACT, is by and between the City of Jackson (herein called the "CITY") and JACKSON REDEVELOPMENT AUTHORITY (herein called the SUBRECIPIENT").

WHEREAS, the CITY has applied for and received funds from the United States Government under the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the funds must be used in accordance with the provisions of the Act and the HUD regulations set forth in 24 CFR Part 570, as amended from time to time (the **"Regulations");**

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds to focus on the three National Objectives of the CDBG program which includes: Provide a benefit to low- and moderate-income persons; or prevent or eliminate slum and blight; or meet an urgent community need that threatens the health or welfare of residents.

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE I – TERM

1.1 **Term** - Services of the SUBRECIPIENT shall start on the ____day of _____ and end on the 31st day of March, 2026. This contract will cover all expenses starting April 9, 2025 and ending March 31, 2026. Subrecipient must submit all eligible CDBG expenses and close-out reports to Office of Housing and Community Development (OHCD) by June 30, 2026 in order to be reimbursed. Expenses submitted after June 30, 2026 by the Subrecipient will be deemed ineligible, and will not be reimbursed by OHCD.

ARTICLE II – AWARD AND USE OF FUNDS

2.1 **Statement of Work, Implementation Schedule and Budget** - CITY shall provide SUBRECIPIENT a grant in an amount not to exceed **Five Hundred Thousand Dollars ($500,000).** The funds for said grant shall come from the CITY's General Fund Budget, with reimbursement of $200,000 from the CITY's 2023 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Community Development Block Grant (hereinafter referred to as CDBG) funds and $300,000 from the CITY's 2024 U.S. Department of Housing and Urban Development, (hereinafter referred to as HUD), Community Development Block Grant (hereinafter referred to as CDBG) funds. CDBG funds must be expended in strict accordance with SUBRECIPIENT's CDBG Funding for Space Station Exhibit, Exhibit Narrative and the Third Floor – Zone Plan which are incorporated herein and attached hereto collectively as Exhibit "A".

2.2 **Payments/Reimbursements** - SUBRECIPIENT agrees to submit monthly reimbursements to the Office of Housing and Community Development (OHCD) by the 10th of each month for eligible expenses only. To qualify for reimbursements, individual cost must be incurred during the contract period. Subrecipients are required to prepare a reimbursement request package which includes a cover letter with the requested amount and the period the request is being made for. Documentation attached should support request, i.e., copies of receipts for expenditures, copies of bills paid, bank statement showing that checks have cleared, and other proof of expenditures.

ARTICLE III – PROGRAM/ ADMINISTRATIVE REQUIREMENTS

3.1 **Compliance:** The **SUBRECIPIENT** shall become familiar with and agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations and policies issued pursuant to these regulations and to comply with applicable uniform administrative requirements, including but not limited to 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

3.2 **Administrative Requirements** - The SUBRECIPIENT shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

3.3 **Travel** - The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

3.4 Financial Management

A. **Financial and Program Standards** - The SUBRECIPIENT agrees to comply and have effective control over, and accountability for, all funds, property, and other assets; and entity must adequately safeguard all assets and assure that they are used solely for authorized purposes pursuant to Internal Control regulations at 2 CFR Subpart D 200.303.

B. **Cost Principles** - The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; [and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR part 200 "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments"] for all costs incurred whether charged on a direct or indirect basis.

C. **Procurement** - The SUBRECIPIENT shall comply with current CITY, State and Federal laws concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as may be procured with funds

provided herein. All program assets (i.e., unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Contract or, in the event the SUBRECIPIENT's agency ceases to exist.

The Subrecipient must adhere to relevant procurement standards (**2 CFR Part 200.317-326**) and maintain adequate source documentation for all expenditures, including timesheets for all staff time charged to the grant.

The SUBRECIPIENT shall procure, utilize and dispose of property in accordance with the requirements of 2 CFR 200.313 Equipment.

3.5 **Hold Harmless** - The SUBRECIPIENT shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Contract.

3.6 **Close-Outs** - SUBRECIPIENT obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the CITY), and determining the custodianship of records.

3.7 **Independent Contractor** - Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Contract.

3.8 **Workers' Compensation** - If applicable, the SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

3.10 **Grantor Recognition** - The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

ARTICLE IV – RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 **Record Keeping**

A. The SUBRECIPIENT agrees to maintain a sound fiscal management and accounting system and will allow the CITY, HUD, the Comptroller General of the United States, the Audit Department of the State of Mississippi, or any of their authorized representatives access to any and all books, documents, papers and records of

SUBRECIPIENT for the purpose of making audit examination, excerpts, and transcriptions.

B. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, which are (1) to benefit low/moderate income persons; (2) aid in the prevention or elimination of slums and blight; and (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208;

3. Records required to determine the eligibility of activities;

4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records pursuant to 2 CFR part 200; and

7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

4.2 **Retention** - The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

4.3 **Client Data** - The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available, upon request, to the CITY's program monitors or their designees for review.

4.4 **Disclosure** - The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible

parent/guardian.

4.5 **Property Records** - The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 570.505.

4.6 Reports

A. **Monthly Status Report** - The SUBRECIPIENT shall submit to the CITY regular Monthly Status Reports detailing the progress of the SUBRECIPIENT. Such reports shall be submitted within five days after the end of each month and shall be in the form and content required by the CITY. The reports should include financial information, accomplishments and program activities accomplished during the period and any other information which will allow the CITY to adequately assess SUBRECIPIENT's performance.

B. **Program Income Reports** - The SUBRECIPIENT shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Contract.

The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504(c). By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the CITY.

C. **Close-Out Reports** – The SUBRECIPIENT must submit a final close-out report to the City by October 15, 2023. The close-out report shall include the performance standards which are included in the contract as "scope of services" and the tools the subrecipient used to demonstrate they met the measurable objectives stated in their performance standards.

4.7 Audits and Inspections

A. Subrecipients which received in the aggregate more than seven hundred fifty thousand dollars ($750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

1. It is necessary for the CITY to be able to identify the CDBG grant revenue and program expenditures through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's annual audit(s) within 180 days after the

SUBRECIPIENT's fiscal year ends. Said audit(s) shall be performed by an independent Certified Public Accountant and shall specifically cover SUBRECIPIENT's activities and expenditures of CDBG funds for the term of this Contract in conformance with the Single Audit Act of 1984 as Amended in 1996. The audit submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

2. All SUBRECIPIENT records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. A written response must be submitted to the CITY by the SUBRECIPIENT detailing the corrective action taken to address the deficiencies. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

B. Subrecipients which received in the aggregate less than seven hundred fifty thousand dollars ($750,000.00) of federal funds during the term of this Contract shall comply with the following requirements:

1. It is necessary for the CITY to be able to identify the CDBG grant revenue and program expenditures through the financial documents provided by the SUBRECIPIENT. Thus, SUBRECIPIENT hereby agrees to provide the CITY a copy of SUBRECIPIENT's annual financial statement(s) within 180 days after the SUBRECIPIENT's fiscal year ends. Said financial statement(s) shall be in compliance with generally accepted accounting principles and shall be performed by an independent Certified Public Accountant. Said financial statement(s) shall specifically cover SUBRECIPIENT's activities and expenditures of CDBG funds for the term of this Contract. The financial statement submitted must include a copy of any management letter or report on internal controls issued by the Certified Public Accountant.

2. All SUBRECIPIENT records with respect to any matters covered by this Contract shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. A written response must be submitted to the CITY by the SUBRECIPIENT detailing the corrective action taken to address the deficiencies. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

ARTICLE VI – OTHER FEDERAL REQUIREMENTS

6.1 **Relocation, Acquisition and Displacement** - The SUBRECIPIENT agrees to comply with 24 CFR 570.606 to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses and non-profit organizations occurring as a direct result of any acquisition of real property utilizing grant funds. The SUBRECIPIENT agrees to comply with applicable CITY ordinances, resolutions, and policies concerning displacement of individuals from their residences.

6.2 **Land Covenants** - This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6.3 **Section 504** - The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

6.4 **Civil Rights**

A. **Compliance** - The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

B. **Nondiscrimination** - The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

6.5 Affirmative Action

A. **Policies** -The SUBRECIPIENT agrees that it shall be committed to carrying out affirmative action policies in keeping with the principles as provided in the President's Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 Chapter 60).

B. **W/MBE** - The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by sub-contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

C. **Access to Records** - The SUBRECIPIENT shall furnish and cause sub-contractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

D. **Notifications** - The SUBRECIPIENT will send to each labor union or representative of workers, if it has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. **EEO/AA Statement** - The SUBRECIPIENT will state, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, that it is an Equal Opportunity or Affirmative Action employer.

F. **Non-discrimination** - The SUBRECIPIENT will include the provisions of Paragraphs XI.A. Civil Rights and C. Affirmative Action, in every subcontract specifically or by reference, so that such provisions will be binding upon each sub-contractors or vendor.

6.6 Conflict of Interest - The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in

any manner or degree with the performance of services required under this Contract. The SUBRECIPIENT further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies or SUBRECIPIENTS which are receiving funds under the CDBG Entitlement program.

6.7 **Lobbying and Disclosure Requirements** - By entering this Contract, the SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, and/or a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. The SUBRECIPIENT understands that this certification is a material representation of fact upon which reliance by CITY was placed when this transaction was made or entered into, and submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code, for making or entering into this transaction. The SUBRECIPIENT further understands that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE VII- SUSPENSION AND TERMINATION OF CONTRACT

7.1 Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Statement of Work in Section 2 may only be undertaken with the prior approval of the CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Contract shall, at the option of the CITY, become the property of the CITY, and SUBRECIPIENT shall

be entitled to receive just and equitable compensation for any satisfactorily completed work on such documents or materials prior to termination.

7.2 The CITY may also suspend or terminate this Contract, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the CITY may withhold up to fifteen (15) percent of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY or is otherwise adjudicated to be in compliance.

7.3 **Reversion of Assets** - Upon expiration of this Contract SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts or loans receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds is either:

A. Used to meet one of the eligible activities pursuant to 24 CFR 570.201 until five (5) years after expiration of this Contract, or for such longer period of time as determined to be appropriate by the CITY; or

B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

ARTICLE VIII - AMENDMENTS

8.1 The **CITY** or **SUBRECIPIENT** may amend this Contract provided that such amendments make specific reference to this Contract, are authorized by the governing body of each entity, and are executed in writing and signed by a duly authorized representative of both organizations. The CITY, in its discretion, may amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

ARTICLE IX - EMPLOYMENT RESTRICTIONS

9.1 **Prohibited Activity** - The SUBRECIPIENT is prohibited from using funds provided herein for personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

9.2 **OSHA** - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

9.3 **Safe Work Environment** - Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

9.4 **Labor Standards** - The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Contract. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all SUBRECIPIENTS engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal law pertaining to such contracts and with the applicable regulations of the U.S. Department of Labor, under 29 CFR, Parts 3, 1, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of ten thousand dollars ($10,000.00).

9.5 **Section 3** - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and shall be binding upon the CITY, the SUBRECIPIENT and any sub-contractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any sub-contractors, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract:

> "The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. 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 areas of the project."

The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

9.6 **Notifications** - The SUBRECIPIENT agrees to send each labor organization or representative of workers with which it has a collective bargaining Contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

9.7 **Subcontracts** - The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-contractors is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any sub-contractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-contractors has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE X - HATCH ACT

10.1 The SUBRECIPIENT agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15, Title V, United States Code.

ARTICLE XI - DAVIS-BACON ACT

11.1 The provision of the Davis-Bacon Action (40 U.S.C. 276a to 276a-5) do not apply to the CDBG Public Services Program.

ARTICLE XII - SUBCONTRACTS

12.1 The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the CITY prior to the execution of such Contract.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall cause all of the provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract.

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

ARTICLE XIII – COPYRIGHT

13.1 If this Contract results in any copyrightable material, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

ARTICLE XIV – ENVIRONMENTAL STANDARDS

14.1 **Air and Water** - The SUBRECIPIENT agrees to comply with the following regulations insofar as they may apply to the performance of this Contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 33 U.S.C. Code 1318 in relation to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended; National Environmental Policy Act of 1969; and HUD Environmental Review Procedures (24 CFR, Part 58).

14.2 **Flood Disaster Protection** - The SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

14.3 **Lead Based Paint** - The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

14.4 **Historic Preservation** - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

ARTICLE XV - PERFORMANCE MONITORING

15.1 The **CITY** will monitor the performance of the SUBRECIPIENT against goals and performance standards annually as required herein. Substandard performance as determined by the CITY will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

CDBG-CV funds will be subject to additional measures designed to prevent fraud, waste, and abuse. The City will conduct regular oversight and monitoring activities to determine that use of CDBG-CV funds is consistent with grant requirements and limited to the necessary and reasonable costs of activities to prevent, prepare for, and respond to coronavirus.

ARTICLE XVI – ASSIGNABILITY

16.1 The SUBRECIPIENT shall not assign or transfer any interest in this Contract without the prior written consent of the CITY.

ARTICLE XVII - DRUG-FREE WORKPLACE REQUIREMENTS

17.1 The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;

(2) The SUBRECIPIENT's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying HUD within ten days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

ARTICLE XVIII – INDEMNIFICATION

The SUBRECIPIENT hereby indemnifies CITY in the total amount of **Five Hundred Thousand Dollars ($500,000)** against SUBRECIPIENT's failure to comply with any of the terms and conditions of this Contract or any CDBG Regulations, federal laws, or State statutes which result in an audit exception and ultimate request by HUD or any division of the State of Mississippi for the return of funds spent in noncompliance with HUD guidelines or the laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have executed and dated this Contract after being authorized to do so.

CITY OF JACKSON, MISSISSIPPI

By: _____ 5/5/25
Chokwe A. Lumumba **Date**
Mayor

Attest: _____
City Clerk Office

JACKSON REDEVELOPMENT AUTHORITY

By: _____ 4/25/25
Executive Director **Date**

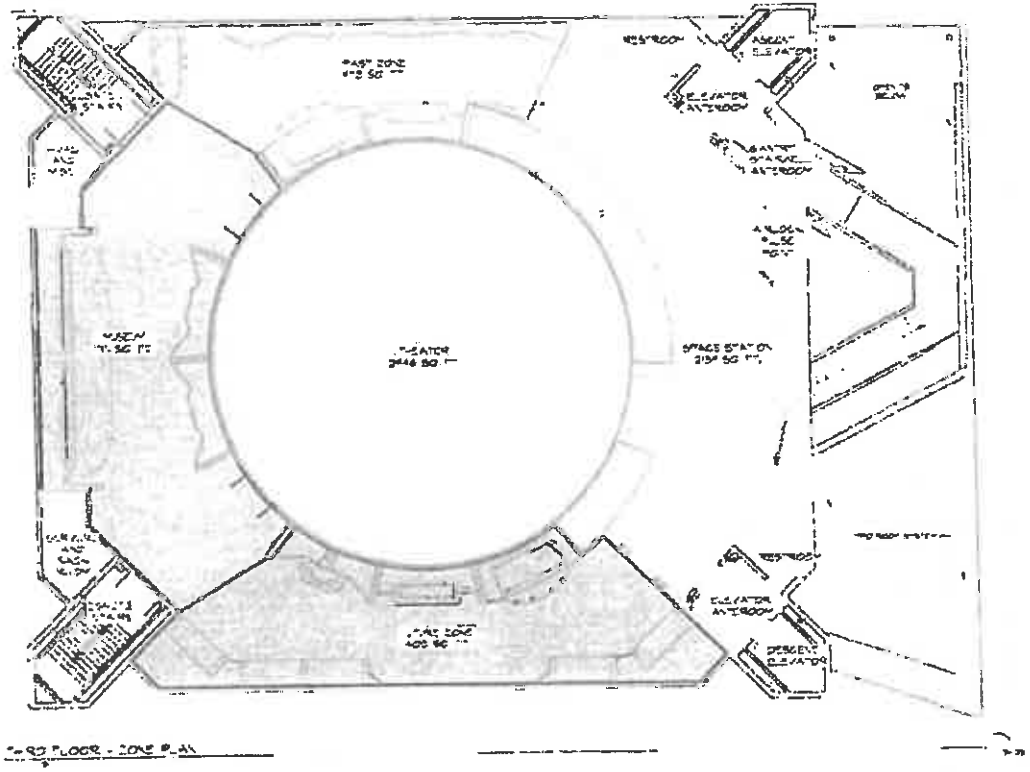
Attest: _____
Print Name: Lori Greer
Title: CFO

Exhibit A

CDBG Funding for Space Station Exhibit

The Space Station Exhibit begins on the first floor of the Planetarium, then continues on the elevator experience to the third floor, and then is completed by a large exhibit area on the third floor on each side of the entrance to the auditorium. Here are three components and the estimated cost:

Entry to the elevator lobby on the first floor (this consists of applied graphics and scenic lighting)	$ 17,000
Elevator interior (this includes dimensional scenic cladding in layered MDF construction with thermoformed kydex laminate. Materials also include rubber base molding, framed aluminum grating for audio, aluminum handrails, and LED can lighting)	$ 80,000
Space Station exhibit build out on third floor	$ 353,000
Est. Project Cost	$ 450,000
Project Delivery Cost (JRA)	$ 50,000
TOTAL	**$ 500,000**



SPACE STATION
PAST ZONE
FUTURE ZONE
"MUSEUM"

RUSSELL C. DAVIS
PLANETARIUM

CDFL
ARCHITECTS + ENGINEERS PA

JACKSON
3221 Old Canton Rd, Suite 200
Jackson, MS 39216
601.366.3110

BIRMINGHAM
600 Vestavia Pkwy, Suite 212
Vestavia Hills, AL 35216
205.402.6058

December 13, 2024

Reginal Jefferson
Deputy Director Department of Planning and Development
City of Jackson
218 S. President Street
Jackson, MS 39205

Jackson Planetarium – Exhibit Narrative

Mr. Jefferson,

Below is a narrative for the visitor experience for the Space Station Exhibit at the Jackson Planetarium:

The Space Station Exhibit will include the visitor elevator experience. Some visitors will arrive on the third floor in the visitor elevator which will initiate them into the Space Station experience with digital displays simulating a space voyage. The sequence begins with a pre-show introduction at the first-floor elevator lobby. On board the elevator, sound and visual narrative devices will simulate a travel experience from Earth to the Space Station. Other visitors (larger school groups) will enter the world's first orbital museum through the atrium grand stairs to a simulated airlock that opens into the Space Station. There is an immersive arrival platform at the heart of the third floor. From here, guests can peer into space or observe Earth from low Earth orbit through exterior 'windows.' The Planetarium Theater entrance is adjacent to the Space Station. The visitor experience concludes with interactive exhibits that offer insights into space exploration and endeavors, with touch interface panels providing information and programming details.

Thank you,

Sincerely,

Daniel Zegel, AIA

Architect

CDFL ARCHITECTS + ENGINEERS PA

Newell Watkins, AIA - Ben Fulton, PE - David Burnet, AIA - Chris Myers, AIA - Matthew Buchanan, AIA - Katie Lightsey Browning, AIA - David Luter, PE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/08/2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING MAYOR TO EXECUTE A CONTRACT TOTALING $500,000 BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY (JRA) UTILIZING 2023 AND 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO REHABILITATE THE JACKSON PLANETARIUM EXHIBIT.**
2.	**Public Policy Initiative:** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure
3.	**Who will be affected**	
4.	**Benefits**	Public facilities
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide – All Wards
7.	**Action implemented by:** **City Department X** **Consultant**	Department of Planning & Development – Office of Housing and Community Development
8.	**COST**	$500,000
9.	**Source of Funding:** **General Fund** **Grant X** **Bond** **Other**	2023 CDBG Funds 2024 CDBG Funds
10.	**EBO participation**	ABE ___ % WAIVER yes ___ no ___ N/A ___ AABE ___ % WAIVER yes ___ no ___ N/A ___ WBE ___ % WAIVER yes ___ no ___ N/A ___ HBE ___ % WAIVER yes ___ no ___ N/A ___ NABE ___ % WAIVER yes ___ no ___ N/A ___

FROM: Jhai Keeton, Director
Department of Planning and Development

DATE: April 2, 2025

RE: Agenda Item for April 8, 2025 City Council Meeting

The attached agenda item authorizing the mayor to execute a contract totaling $500,000 with The Jackson Redevelopment Authority (JRA) utilizing 2023 and 2024 Community Development Block Grant (CDBG) funds to rehabilitate the Jackson Planetarium Exhibit.

The contract shall be effective April 1, 2025 – March 31, 2026

If you have any questions, please contact me at ext. 1861.

cc: Reginald Jefferson, Deputy Director, Department of Planning and Development
Stephanie King, Manager, Development Assistance Division

Revised 2-04

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Jhai Keeton, Director
Department of Planning and Development

DATE: April 2, 2025

RE: Agenda Item for April 8, 2025 City Council Meeting

The attached agenda item authorizing the mayor to execute a contract totaling $500,000 with The Jackson Redevelopment Authority (JRA) utilizing 2023 and 2024 Community Development Block Grant (CDBG) funds to rehabilitate the Jackson Planetarium Exhibit.

The contract shall be effective April 1, 2025 – March 31, 2026

If you have any questions, please contact me at ext. 1861.

cc: Reginald Jefferson, Deputy Director, Department of Planning and Development
Stephanie King, Manager, Development Assistance Division

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

4/7/25 4:45 pm

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TOTALING $500,000 BETWEEN THE CITY OF JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY (JRA) UTILIZING 2023 AND 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO REHABILITATE AN EXHIBIT AT THE JACKSON PLANETARIUM** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

4/7/25
Date

38

RESOLUTION BETWEEN THE MADISON COUNTY BOARD OF SUPERVISORS, THE HINDS COUNTY BOARD OF SUPERVISORS, THE CITY OF JACKSON, THE CITY OF RIDGELAND, AND THE MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY (MCEDA) TO COMMENCE A REGIONAL PARTNERSHIP EFFORT DEDICATED TO THE IMPROVEMENT OF THE WEST COUNTY LINE TRANSPORTATION CORRIDOR

WHEREAS, Madison County has made significant strides by establishing and participating in regional partnerships with neighboring Hinds County and the municipalities of Jackson and Ridgeland to address drainage and flood control issues in and around Tougaloo College, which is located south of a common border between Madison and Hinds Counties; and

WHEREAS, building upon the success of existing inter-governmental partnerships with the cities of Jackson, Ridgeland, and with Hinds County, Madison County aspires to further enhance the aforementioned common area by investing in the improvement of the main transportation corridor that is shared by all the respective parties to this partnership endeavor- West County Line Road; and

WHEREAS, West County Line Road is anchored to the east by its intersection with Interstate-55, in proximity to Tougaloo College, and terminates on the west at U.S. Highway 49. Along the corridor from the college, West County Line Road functions as a narrow, two-lane collector road which provides access to multiple prominent assets which justify the significant expansion of this road, including Amazon Web Services (AWS') new campus-style Hyper Data Center, presently under construction in Madison County; and

WHEREAS, it is expected that the investment in the AWS data center will serve to prompt and to anchor significant economic growth in the area along West County Line Road; and

WHEREAS, the Madison County Board of Supervisors intends to facilitate and capitalize upon such economic growth by implementing a construction program to widen the entire West County Line Corridor by expanding the road system from two to four lanes, with complementing multi-use paths from Tougaloo College to US Highway 49; and

WHEREAS, even though Madson County intends to spearhead the project as principal sponsor of the West County Line Transportation Corridor Improvement Project, it understands that in order to ensure the success of the infrastructure project it requires the willing and active participation of the Hinds County Board of Supervisors, and the cities of Jackson and Ridgeland, who share portions of the corridor as it traverses across the roadway; and

WHEREAS, a resolution of common purpose among the governmental authorities is needed to form a regional partnership to accomplish the purpose of improving West County Line Road, which shall be later cemented through a formal intergovernmental cooperation agreement.

Agenda Item No. 38
January 27, 2026
(D.Martin, Horhn)

THEREFORE, BE IT RESOLVED, that through mutual action among the governmental entities of Madison County, Hinds County, and the municipalities of Jackson and Ridgeland, and through the efforts of the Madison County Economic Development Authority (MCEDA), that a regional partnership will be formed through an inter-governmental cooperation agreement, the purpose of which will be to accomplish the expansion, modernization and improvement of the entire West County Line Road Corridor.

BE IT FURTHER RESOLVED that this Resolution will be presented to each governmental entity for its consideration and approval with all authorized signatures affixed thereto, thereby giving the assurance of each participating governmental entity to participate in the Inter-governmental Cooperation Agreement, which shall hereafter more formally establish the guidelines, duties and responsibilities of the respective parties hereto.

WITNESS the signatures of the participating parties to this Resolution to establish a regional partnership to improve, enhance and enlarge the West County Line Corridor:

For: Madison County Board of Supervisors:

_____
Gerald Steen, President

By: Chancery Clerk

(SEAL)

For: Hinds County Board of Supervisors:

_____
Robert Graham, President

By: Chancery Clerk

(SEAL)

_____

For: City of Jackson

_____
John Horhn, Mayor

_____

For: City of Ridgeland

_____
Gene McGee, Mayor

City Clerk:

(SEAL)

_____

City Clerk

(SEAL)

_____

For: MCEDA:

_____
Joey Deason, Director

39

S.M. 1/21/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR A STRUCTURAL AND FOUNDATION ASSESSMENT OF THE BUILDING LOCATED AT 545 NAKOMA DRIVE

WHEREAS, the Mayor recommends that the governing authority authorize the execution of an agreement with Cornerstone Engineering, LLC for the purpose of assessing the damage a collapsed city storm water pipe caused to the building located at 545 Nakoma Drive; and

WHEREAS, the Mayor wishes to have a structural and foundation assessment performed for a commercial building located at 545 Nakoma Drive; and

WHEREAS, Cornerstone Engineering, LLC has been selected to perform the needed engineering services; and

WHEREAS, compensation to Cornerstone Engineering, LLC shall not exceed $6,000.00; and

WHEREAS, the scope of work for the project is as follows:

> The Engineer shall provide structural engineering services for the structural and foundation assessment/inspection for the above-referenced existing commercial building project. The foundation assessment project area shall be limited to the interior and rear exterior areas of the commercial structure and the site drainage at 545 Nakoma Drive, Jackson, MS, in Hinds County, MS. The Engineer will review the visible external floor connections and wall connections with the flooring system, to review the integrity of the exterior masonry brick ledge, and to review the wall to roof connections. The Engineer will perform a floor-level survey to determine the degree of differential settlement that the structure has experienced. The Engineering will develop a suitable building rehabilitation approach, a site repair plan drawing, along with recommendations for repair and budgetary construction cost estimates.

WHEREAS, Cornerstone Engineering, LLC will provide the following services and deliverables:

> The Engineer will furnish engineering services for the scope of work, resulting in the production of a structural building field assessment on the one building, an engineering report with photos, a repair plan drawing, and a budgetary construction cost estimate.

WHEREAS, Cornerstone Engineering, LLC agrees to conduct periodic progress meetings/telephone conferences as requested by either Cornerstone or the City; and

WHEREAS, the City agrees to provide the following to Cornerstone Engineering, LLC, provided that such information already exists and is available to the City:

Agenda Item No. 39
January 27, 2026
BY: TEEUWISSEN, HORHN

Prints of any available existing utility plans, previous reports, pictures, proposed and existing building footprint drawings, relevant existing site improvements plans and other details necessary for the Engineer's successful design.

WHEREAS, the Agreement shall be subject to the following terms and conditions:

1. **Relationship between Engineer and Client**. Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer**. Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for

Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations, and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents**. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Owner upon payment in full for the scope of work. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for reasonable costs directly related to such suspension.

12. **Termination.** This Agreement may be terminated by either party upon 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer before the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by any negligent act, error or omission of Engineer.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other; and provided however, that the terms of this Agreement shall not be binding upon any successors in office of the Mayor and the City Council.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer.

In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions, or inaccuracies in

documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

22. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

23. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

24. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without consideration of its choice of law provisions. Any legal action filed in a court of law with respect to this Agreement and its performance by the parties shall be brought in a court of competent jurisdiction in the First Judicial District of Hinds County, Mississippi.

26. **Amendment.** This Agreement shall not be subject to amendment unless another written instrument is executed by duly authorized representatives of each of the parties.

27. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

WHEREAS, Cornerstone Engineering, LLC will bill on an hourly basis at the following rates:

Engineer
Principal Engineer $230.00/hr.
Senior Engineer $200.00/hr.
Project Engineer $160.00/hr.
Engineering Associate I $120.00/hr.

Designer / Drafter
Senior Designer Level I $110.00/hr.
Designer Level I $80.00/hr.

RPR/Technician (Soils, Concrete or Environmental)

Senior Technician $110.00/hr.
Level II Technician $85.00/hr.
Level I Technician $65.00/hr.

Project Manager
Senior Project Manager (code 112) $180.00/hr.
Project Manager (code 162) $160.00/hr.

Consultant (Roofing, Safety, etc.)
Project Consultant (code 309) $90.00/hr.

Administrative
Office Manager $80.00
Office Assistant $50.00;

and

WHEREAS, reimbursables shall be paid at the following rates:

1. Automotive mileage $0.70/mile

2. 4-Wheel Drive $0.85/mile

Mileage charges apply only to projects more than 20 miles from the office.

3. Per Diem (Meals and Lodging) $100.00/person/day

Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.

4. Photographs (reproduced within report or at client's request) (code A005) $2.60/ea

5. Color Photocopies $3.15/ea.

6. Large Drawing Plots

Monochrome Linework on bond -$1/Sq. Ft.

Size D. $5.19/ea.
Size E. $10.39/ea.
Long Plot (140x32) $31.11/ea.
11x17 Reduction $1.30/ea
Custom (Glossy 40x28) $38.89/ea.

Color Image on plain bond - -$6/Sq. Ft.

Size D $31.17/ea.
Size E $62.33/ea.
Long Plot (140x32) $186.67/ea.
2 pc Super Plot (140x60) $350.00/ea.

11x17 Reduction $7.79/ea.

Custom (Glossy 106x36) $185.50/ea.

7. Direct non-salary expense Cost Plus 15%

8. Sub-Contractor markup Cost Plus 15%

WHEREAS, the Mayor recommends that the City Council authorize a Professional Services Agreement with Cornerstone Engineering, LLC to perform a structural and foundation assessment of the building located at 545 Nakoma Drive for an amount not to exceed $6,000.00.

WHEREAS, under Miss. Code Ann. § 21-19-13(2), the municipal authorities can incur costs and pay expenses for labor, materials, and supplies to clean or clear drainage ditches, creeks, or channels on private property, and to prevent erosion caused or likely to be caused by these watercourses. The law does not impose any obligation or create additional rights for private property owners.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a Professional Services Agreement with Cornerstone Engineering, LLC, consistent with the scope of work, and terms and conditions set forth in this order to perform a structural and foundation assessment of the building located at 545 Nakoma Drive.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 3, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR A STRUCTURAL AND FOUNDATION ASSESSMENT OF THE BUILDING LOCATED AT 545 NAKOMA DRIVE**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7 Quality of Life
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	Provides structural and foundation assessment for a building being evaluated by the Administration
5.	**Schedule (beginning date)**	Upon City Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Office of the Chief Administrative Officer
8.	**COST**	$6,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	372-45190-6823

Chief Administrative Officer

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John A. Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Pieter Teeuwissen
Chief Administrative Officer

Date: January 20, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a Professional Engineering Services Agreement with Cornerstone Engineering, LLC to provide a structural and foundation assessment for a building located at Nakoma Drive.

The compensation under the Agreement is for a not-to-exceed amount of $6,000.00.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

1/21/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR A STRUCTURAL AND FOUNDATION ASSESSMENT OF THE BUILDING LOCATED AT 545 NAKOMA DRIVE** is legally sufficient for placement in NOVUS Agenda.

1/21/26

Drew Martin, *City Attorney* — **Date**

Sondra Moncure, *Special Assistant* S.M.

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S.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 3 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM 1/21/26

WHEREAS, the preceding City Council authorized the preceding Mayor to execute a professional engineering services agreement with Integrated Management Services, Inc. to identify, design, and oversee the construction of qualifying projects using the proceeds of a bond issue secured by funds the City expects to receive from the state Infrastructure Modernization Fund tax; and

WHEREAS, the preceding City Council also authorized the preceding Mayor to execute Task Order No. 1 under the agreement with Integrated Management Services, Inc. to provide initial preliminary engineering services, including, but not limited to, developing the general schedule for the program, identifying projects the governing authorities desire to see constructed using the bond funds, prioritizing the design of the identified projects, and developing estimated design costs for such projects; and

WHEREAS, the preceding City Council authorized the preceding Mayor to execute Task Order No. 2 under the agreement for Integrated Management Services, Inc. to provide the design engineering services, including procurement phase services, and the construction engineering and inspection services for the projects identified for construction under Task Order No. 1; and

WHEREAS, the compensation to Integrated Management Services, Inc. for Task Order No. 2 was an amount not to exceed $2,134,880.00; and

WHEREAS, Integrated Management Services, Inc. has completed the engineering design for the projects listed in Task Order No. 2; and

WHEREAS, prior to the current Mayor and City Council taking office, Integrated Management Systems, Inc. prepared projects for bid, which were advertised, bids received, but not awarded; and

WHEREAS, the Department of Public Works recommends that the City move forward with rebidding the projects currently designed; and

WHEREAS, the Department of Public Works proposes to add the following streets to the street resurfacing projects identified in Task Order 2:

Item No.	Description	Termini	Length (Miles)	Ward
1	Beasley Road	State Street to I-55 South Frontage Road (Waffle House)	0.50	2
2	Whitestone Road	Beasley Road to Deadend	1.10	2
3	Woodhill Road	Hanging Moss to Westwind Road	0.40	2

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January 27, 2026
(Anderson, Horhn)

4	Hanging Moss Road	Meadow Road to Forest Avenue (Address Drainage at Intersection)	0:50	2
5	Northside Drive	Medgar Evers Boulevard to State Street	3.50	1, 2, 3
6	St. Andrews Drive (West)	Old Canton Road to Deadend	0.50	1
7	Floral Drive	County Line Road to Beasley Road	1.4	2
	Total Mileage		7.9	

WHEREAS, the Department of Public Works proposes to remove the resurfacing of Elton Road between Terry Road and I-20 Frontage Road (the beginning of State maintenance), which is 0.7 miles, because funding for this project is being provided by the State of Mississippi through the Mississippi Department of Transportation and the Special Sales Tax Commission; and

WHEREAS, Integrated Management Services, Inc. proposes to repackage and readvertise the 1) Creek Clearing & Grubbing Projects; 2) Bridge Clearing Projects; 3) Road Resurfacing Projects; and 4) Miscellaneous Repairs Projects such that construction of the projects will proceed simultaneously in all of the City's wards; and

WHEREAS, to accomplish the described work, Integrated Management Services, Inc. proposes Task Order No. 3 that sets forth the following additions to Task Order No. 2 and revises it as follows:

1. The ENGINEER shall perform all necessary services to add the following road improvements to the current Task Order No. 2:

Item No.	Description	Termini	Length (Miles)	Ward
1	Beasley Road	State Street to I-55 South Frontage Road (Waffle House)	0.50	2
2	Whitestone Road	Beasley Road to Deadend	1.10	2
3	Woodhill Road	Hanging Moss to Westwind Road	0.40	2
4	Hanging Moss Road	Meadow Road to Forest Avenue (Address Drainage at Intersection)	0.50	2
5	Northside Drive	Medgar Evers Boulevard to State Street	3.50	1, 2, 3
6	St. Andrews Drive (West)	Old Canton Road to Deadend	0.50	1
7	Floral Drive	County Line Road to Beasley Road	1.4	2
	Total Mileage		7.9	

2. The ENGINEER shall repackage and readvertise the projects for construction in multiple contracts to allow construction to be performed throughout the City of Jackson for all seven wards simultaneously (continuously and ongoing).

Listed below is the projection of the various Project Packages and projected construction cost to be advertised:

CREEK CLEARING (6 PROJECTS) – $15.3 MILLION

- Ward 1 and 7: Total 20,000 L.F. (Ward 1 3600 L.F. & Ward 7 – 16,400 L.F.)
- Ward 2: 25,000 L.F.
- Ward 4: 19,800 L.F.
- Ward 5: 15,100 L.F.
- Ward 6: 22,000 L.F.

BRIDGE CLEARING & GRUBBING (7 PROJECT) – $2.9 MILLION

- Ward 1 – 16 Bridges
- Ward 2 – 19 Bridges
- Ward 3 – 12 Bridges
- Ward 4 – 16 Bridges
- Ward 5 – 12 Bridges
- Ward 6 – 16 Bridges
- Ward 7 – 25 Bridges

ROAD RESURFACING (7 PROJECTS) – $15.3 MILLION

- Ward 1 and 2 – 4.5 Miles
- Ward 3 – 8.9 Miles
- Ward 3 (Bailey Avenue) – 2 Miles
- Ward 3 (Northside Drive) – 3.5 Miles
- Ward 4 – 5.2 Miles
- Ward 5 – 12.3 Miles
- Ward 6 – 6.9 Miles

CONSTRUCTION COST SUMMARY:

- **Construction Cost:** The projected estimated cost for construction for all improvements is approximately **$34M.**

Item	Description	Estimated Construction Cost*
1	Creek Clearing & Grubbing	$ 15.3 M
2	Bridge Clearing	$ 2.9 M
3	Road Resurfacing	$ 15.3 M
4	Miscellaneous Repairs	$ 0.5 M
5	**Total**	**$ 34.0 M**

*Opinion Probable Cost for construction is based upon current rates. Cost is subject to change. Consultant has no control over the cost of labor, material, equipment, or services furnished by the Contractor, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Therefore, the consultant cannot guarantee that proposals, bids, or actual construction costs will not vary from the opinions or estimates of construction costs.

WHEREAS, to perform the additional scope of work, Integrated Management Services, Inc. has proposed additional compensation of $370,000.00; and

WHEREAS, the term of the Agreement shall be extended through March 30, 2027; and

WHEREAS, the terms and conditions of the Agreement and Task Orders Nos. 1 and 2 remain the same as those in the original Agreement and Task Orders, except for the additional terms set forth in this order.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Task Order No. 3 of the Professional Engineering Services Agreement with Integrated Management Services, Inc., increasing the compensation in Task Order No. 2 from an agreed-upon lump sum of $1,046,302.00 for the design, advertisement, and bidding phases of the project, with a not-to-exceed amount of $1,046,302.00 for construction engineering and inspection, and project expenses of $42,276.00, for a total amount of $2,134,880.00 for the project completion, including an increase of $370,000.00, bringing the total for Tasks Orders No. 2 and 3 to not exceed $2,504,880.00. This amount shall not be increased without further City Council approval. The term of the Agreement is extended through March 30, 2027, to allow for the completion of all the engineering services outlined above.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 20, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description**	ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 3 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	**Who will be affected**	Residents of the City
4.	**Benefits**	Provides design engineering, bidding, and construction engineering and inspection for the Infrastructure Modernization Program
5.	**Schedule (beginning date)**	Upon execution of Task Order No. 3
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,504,880.00 total
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Infrastructure Modernization Bond funds
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John A. Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: January 20, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute Task Order No. 3 to a professional engineering services agreement with Integrated Management Services, Inc. for the City's Infrastructure Modernization Program. The source of funding for this program will be the proceeds of the bonds which are secured by the Infrastructure Modernization Tax revenue the City receives.

The proposed Task Order adds streets to the resurfacing project and removes Elton Road for which there is now an alternative funding source from the State of Mississippi through MDOT. Because projects were previously prepared for bid, advertised, but not awarded, IMS will be performing additional work to repackage and re-advertise the projects such that work will occur simultaneously in all City wards. The cost for these additional engineering services is proposed to be $370,000.00. The total not to exceed amount under Task Nos. 2 & 3 will increase to $2,504,880.00.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 3 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY* — **DATE** 1/21/26

Sondra Moncure, *Special Assistant* S.M.

Terry Williamson, *Legal Counsel*

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S.M.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRAY LOCAL MEDIA, INC. (WLBT-TV) FOR BEAUTIFICATION OF PROPERTY ADJACENT AND ACROSS FROM WLBT-TV 1/21/26

WHEREAS, Gray Local Media, Inc., doing business in Jackson as WLBT-TV, desires to make aesthetic improvements on the right-of-way abutting its property on East Silas Brown Street and South Jefferson Street and on the right-of-way and property on the east side of South Jefferson Street owned by the City of Jackson and across from the WLBT-TV property; and

WHEREAS, the contemplated improvements include planting vegetation along East Silas Brown Street and South Jefferson Street, and clearing vegetation from the right-of-way and City property on the east side of South Jefferson Street; and

WHEREAS, Gray Local Media, Inc. (hereinafter "WLBT-TV") is a Delaware corporation, whose principal place of business is 4370 Peachtree Road, NE, Suite 400, Atlanta, Georgia 30319, and has a local office at 715 South Jefferson Street, Jackson, MS 39201; and

WHEREAS, WLBT-TV is authorized to perform only the following activities ("Authorized Work"):

(a) Planting and maintaining vegetation on the City right-of-way adjacent to WLBT-TV's property along East Silas Brown Street and South Jefferson Street;
(b) Clearing brush, weeds, and unmanaged vegetation from the right-of-way and City-owned property along the east side of South Jefferson Street between East Silas Brown Street and approximately the intersection of South Jefferson Street and East South Street, as depicted by the red line in Exhibit A; and
(c) Maintaining the cleared areas in a neat, trimmed, and aesthetically pleasing condition.

No other work beyond these activities is permitted without prior written approval of the City; and

WHEREAS, WLBT-TV shall not construct structures, signage, irrigation, drainage alterations, or engage in any soil disturbance not expressly approved in writing by the City, and WLBT-TV shall perform no work outside the approved limits shown in Exhibit A to the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding conveys no easement, property interest, tenancy, leasehold, or prescriptive right of any kind to WLBT-TV; and the City retains full dominion and control over all right-of-way and City property; and

WHEREAS, WLBT-TV is solely responsible for verifying the boundaries of the right-of-way and City property prior to beginning work, and the City makes no warranty or representation regarding boundary location; and

WHEREAS, the City shall have the following responsibilities under the Memorandum of Understanding:

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January,27, 2026
ANDERSON, HORHN

City retains the right to perform maintenance, repairs, reconstruction, or other necessary work within the right-of-way or City-owned property at any time. This includes the right to remove any plantings, landscaping, or improvements installed by WLBT-TV without compensation:

(a) if such items are not properly maintained;
(b) if safety concerns arise;
(c) if necessary to accommodate utility work, traffic operations, roadway construction, or future design changes;
(d) in emergency circumstances where immediate access is required; and

WLBT-TV acknowledges that it has no claim for damages or reimbursement if City operations require removal, relocation, or destruction of any WLBT-TV plantings or improvements: and

City reserves exclusive authority to issue or deny permits for ingress, egress, lane closures, traffic control, or any use of the right-of-way not specifically granted in the Memorandum of Understanding; and

City acknowledges that WLBT-TV may use subcontractors for the Authorized Work; however, subcontracting does not relieve WLBT-TV of any responsibility under the Memorandum of Understanding; and

WLBT-TV shall ensure that its Contractors and any subcontractors shall post MUTCD signage when conducting any work within the right-of-way; and

WHEREAS, WLBT-TV shall have the following responsibilities under the Memorandum of Understanding:

WLBT-TV shall obtain all permits required by the City before initiating any Authorized Work, including planting, clearing, or maintenance activities. WLBT-TV shall coordinate its proposed planting plan, vegetation types, spacing, and maintenance schedule with the City's Public Works Director, or the Director's designated representative; and

Prior to any digging, trenching, grading, or disturbance of soil or vegetation, WLBT-TV shall contact Mississippi 811 and obtain utility location services.; and WLBT-TV shall be solely responsible for any damages to underground or overhead utilities, including but not limited to water, sewer, stormwater, gas, electric, fiber, and communication lines: and WLBT-TV shall coordinate with the City, JXN Water, Entergy, AT&T, Comcast, and other utility owners as required; and the City makes no warranty or representation regarding utility location or depth; and

All work must be performed in a neat, orderly, and workmanlike manner by contractors licensed as required under Mississippi law: and WLBT-TV shall comply with all City ordinances, Public Works standards, MS4 stormwater regulations, and all instructions issued by City inspectors; and

WLBT-TV agrees to maintain all planted and cleared areas in good condition, free of weeds, litter, debris, and overgrowth; and WLBT-TV agrees to maintain plantings on a minimum 30-day cycle during the growing season and as needed during non-growing periods; and all dead, damaged, or vandalized plantings shall be replaced within fourteen (14) days of notice or observation; and WLBT-TV agrees to repair any soil erosion, rutting, or damage to the ground surface caused by its activities; and

All flower and shrub plantings shall be trimmed and maintained to a maximum height of thirty-six (36) inches; and WLBT-TV shall not plant any trees, shrubs, or vegetation in intersection sight triangles, sight flares, or locations where visibility of signs, traffic signals, or vehicles may be impaired; and the City may order trimming or removal of any vegetation that interferes with traffic visibility, drainage, or public safety; and

All lane closures, traffic control, and roadway operations must comply with the MUTCD and any Traffic Control Plan required by the City; and
work hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise approved in writing; and no lane closures are permitted during peak traffic hours (6:30–9:00 a.m. and 3:30–6:00 p.m.) unless expressly authorized; and

WLBT-TV shall remove all vegetation cuttings, brush, debris, trash, and waste materials from the site on the same day they are generated.; and no stockpiling or disposal on City property or in the right-of-way is permitted; and

As a method of documenting the work performed and the maintenance of such work, WLBT-TV agrees to provide pre-work, post-work, and annual photographic documentation of the areas subject to Authorized Work: and

Upon termination or cancellation of the Memorandum of Understanding, WLBT-TV shall remove all plantings and restore the area with sod, grass, or Portland cement concrete, as directed by the City and at WLBT-TV's sole cost; and

WLBT-TV shall not interfere with City construction, maintenance, or utility operations; and WLBT-TV shall remove or relocate vegetation at its sole cost upon request by the City when required for public works operations.

WHEREAS, WLBT-TV shall provide the following insurance and indemnification under the Memorandum of Understanding:

WLBT-TV shall maintain general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, covering bodily injury, death, property damage, and contractual liability; and WLBT-TV shall name the City of Jackson as an additional insured on all liability policies: and
certificates of insurance shall be provided to the City before any work begins and shall state that the insurer will provide at least ten (10) days' written notice prior to cancellation or non-renewal; and

Insurance coverage shall extend to and include claims arising from:

(a) damage to underground or overhead utilities;
(b) personal injury or property damage to third parties;
(c) traffic incidents or lane-closure activities;
(d) environmental impacts, including erosion or stormwater violations;
(e) acts or omissions of WLBT-TV, its employees, agents, or contractors; and

WLBT-TV shall indemnify, hold harmless, and defend the City, its officers, employees, and agents from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees) arising out of or related to the activities conducted under the Memorandum of Understanding; and this obligation applies regardless of whether such claims arise from acts or omissions of WLBT-TV, its employees, agents, or contractors; and

The indemnification obligations in this Section shall not apply to the extent a claim is caused solely by the City's gross negligence or intentional misconduct; and

The indemnification and insurance obligations set forth in this Section shall survive termination or expiration of the Memorandum of Understanding; and

WHEREAS, the City shall have the following right to suspend or terminate the work under the Memorandum of Understanding:

The City may immediately order WLBT-TV to suspend or cease any and all activities under the Memorandum of Understanding if unsafe conditions exist, utilities are endangered, traffic operations are impacted, or WLBT-TV fails to comply with any requirement of the Memorandum of Understanding; and

In the event of an emergency, including water or sewer system failure, roadway hazard, or other event requiring immediate access, the City may remove any plantings, equipment, or materials placed by WLBT-TV without notice or compensation; and

The City may revoke any right-of-way, lane closure, or work permit at any time, with or without cause, and without the need to terminate the Memorandum of Understanding. Revocation of a permit does not require thirty (30) days' notice; and

WLBT-TV shall not be entitled to reimbursement, damages, replacement of plantings, or any form of compensation if work is suspended, terminated, or if City operations require alteration or removal of WLBT-TV's improvements; and

Work may resume only upon written authorization from the City following a suspension.

WHEREAS, the relationship of the City and WLBT-TV to each other under the Memorandum of Understanding shall be as follows:

WLBT-TV and the City acknowledge that each is an independent entity and that no agency, partnership, joint venture, or employer–employee relationship is created by the Memorandum of Understanding; and

Neither party has the authority to bind the other party to any contract, obligation, or legal commitment except as expressly stated in the Memorandum of Understanding; and

No provision of the Memorandum of Understanding is intended to create any right, title, or interest in any third party, including contractors, subcontractors, motorists, or pedestrians; and

The City shall have no responsibility for hiring, supervising, directing, paying, or controlling any employee, agent, contractor, or subcontractor engaged by WLBT-TV; and WLBT-TV shall ensure that all contractors comply with the requirements of the Memorandum of Understanding; and

WLBT-TV shall have no responsibility for supervising or controlling any employee, agent, or contractor of the City; and

The City shall not be responsible for vandalism, theft, damage, or destruction of any vegetation, plantings, materials, or equipment placed by WLBT-TV within the right-of-way or on City property.

WHEREAS, the other terms and conditions of the Memorandum of Understanding are as follows:

No modification of the Memorandum of Understanding shall be binding unless in writing and signed by both parties; and

The Memorandum of Understanding may be terminated by either party upon thirty (30) days' written notice; and the City may additionally suspend or revoke any permit, or suspend work, without terminating the Memorandum of Understanding, as provided elsewhere in the Memorandum of Understanding; and

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and to the extent permitted by the Memorandum of Understanding, their respective legal representatives, successors and assigns, except that with respect to the elected officials of the City, the Memorandum of Understanding shall not be binding upon their successors in office; and

WLBT-TV shall not assign or transfer any or all of its interest in the Memorandum of Understanding without prior written approval from the City; and

The Memorandum of Understanding represents the entire and integrated understanding between the parties and supersedes all prior oral or written agreements relating to the subject matter herein; and

If any provision of the Memorandum of Understanding is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect; and any invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable; and

All notices required under the Memorandum of Understanding shall be in writing and delivered by certified mail and electronic mail to the following designated contacts, or to updated contacts provided in writing by either party:

City of Jackson:
Lorenzo Anderson, P.E.
Director, Department of Public Works
200 South President Street
Jackson, MS 39201
Telephone: (601) 960-2091
Email: landerson@jacksonms.gov
Drew Martin, Esq.
City Attorney
401 East Capitol Street, Suite 300
Jackson, MS 39201
Telephone: (601) 960-1799
Email: dmartin@jacksonms.gov

WLBT-TV:
Designated Corporate Representative

WLBT-TV shall attend a pre-work coordination meeting with the Director of Public Works and Deputy Director of Public Works and any other staff designated by the City prior to initiating any Authorized Work; and

Failure of either party to enforce any provision of the Memorandum of Understanding shall not be construed as a waiver of that provision or of the right to enforce it later; and

The Memorandum of Understanding shall be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to principles of conflict of laws. Jurisdiction for any lawsuit filed related to the Memorandum of Understanding shall be in the applicable state court in the First Judicial District of Hinds County, Mississippi; and

The headings in the Memorandum of Understanding are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of the Memorandum of Understanding or any provision hereof.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Memorandum of Understanding with Gray Local Media, Inc. (WLBT-TV) for the beautification of property adjacent to and across from WLBT-TV, consistent with the provisions of this Order.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JAN 21 2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRAY LOCAL MEDIA, INC. (WLBT-TV) FOR BEAUTIFICATION OF PROPERTY ADJACENT AND ACROSS FROM WLBT-TV** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, ***CITY ATTORNEY***

1/21/26
DATE

Sondra Moncure, *Special Assistant* S.M.

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 20, 2025

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH GRAY LOCAL MEDIA, INC. (WLBT-TV) FOR BEAUTIFICATION OF PROPERTY ADJACENT AND ACROSS FROM WLBT-TV**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement Economic Development Quality of Life
3.	**Who will be affected**	Person traveling in the vicinity of WLBT-TV
4.	**Benefits**	Will beautify the rights-of-way adjacent to WLBT-TV and across South Jefferson Street
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐ ▪	WLBT-TV
8.	**COST**	No cost
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

Memorandum

To: Hon. John Horhn, Mayor
From: Lorenzo Anderson, P.E., Director
Department of Public Works
Date: January 20, 2026
Re: Agenda Item for City Council Meeting

WLBT-TV approached the City last year about beautifying the area around its studio at the corner of South Jefferson Street and Silas Brown Street by placing planting in the right-of-way immediately adjacent to their property and by offering to clear overgrown on the east side of South Jefferson Street across from their studio.

This Order will authorize you to execute a Memorandum of Understanding with WLBT-TV that will allow them to effectuate this beautification project.

The Department of Public Works recommends approval of this MOU.

Please let me know if you have any questions.

MEMORANDUM OF UNDERSTANDING FOR BEAUTIFICATION OF PROPERTY ADJACENT AND ACROSS FROM WLBT-TV

This agreement is made and entered into between the City of Jackson, Mississippi ("City"), a municipal corporation, and Gray Local Media, Inc. ("WLBT-TV"), a Delaware corporation, whose principal place of business is 4370 Peachtree Road, NE, Suite 400, Atlanta, Georgia 30319 and a local office at 715 South Jefferson Street, Jackson, MS 39201.

WHEREAS, Gray Local Media, Inc., doing business in Jackson as WLBT-TV, desires to make aesthetic improvements on right-of-way abutting its property on East Silas Brown Street and South Jefferson Street and on the right-of-way and property on the east side of South Jefferson Street owned by the City of Jackson and across from the WLBT-TV property;

WHEREAS, the contemplated improvements include planting vegetation along East Silas Brown Street and South Jefferson Street, and clearing vegetation from the right-of-way and City property on the east side of South Jefferson Street;

WHEREAS, the parties have reached an agreement regarding the improvements described herein;

SECTION 2 – DEFINITIONS & SCOPE OF WORK

2.1 Scope of Authorized Work:

WLBT-TV is authorized to perform only the following activities ("Authorized Work"):

(a) Planting and maintaining vegetation on the City right-of-way adjacent to WLBT-TV's property along East Silas Brown Street and South Jefferson Street;

(b) Clearing brush, weeds, and unmanaged vegetation from the right-of-way and City-owned property along the east side of South Jefferson Street between East Silas Brown Street and approximately the intersection of South Jefferson Street and East South Street, as depicted by the red line in Exhibit A;

(c) Maintaining the cleared areas in a neat, trimmed, and aesthetically pleasing condition;

No other work beyond these activities is permitted without prior written approval of the City.

2.2 No Additional Rights:

WLBT-TV shall not construct structures, signage, irrigation, drainage alterations, or engage in any soil disturbance not expressly approved in writing by the City.

WLBT-TV shall perform no work outside the approved limits shown on Exhibit A, more particularly being described follows for each area:

East Silas Brown Street and South Jefferson Street—the blue line shown on Exhibit "A", in the right-of-way between the fence on the WLBT-TV property or the property line and the curb (or the edge of the pavement, if there is no curb on the street).

South Jefferson Street—the red line shown on Exhibit "A" from the curb or edge of pavement to the fence line to the east of the right-of-way.

2.3 No Property Rights Conveyed:

This Agreement conveys no easement, property interest, tenancy, leasehold, or prescriptive right of any kind to WLBT-TV. The City retains full dominion and control over all right-of-way and City property.

2.4 Boundary Verification:

WLBT-TV is solely responsible for verifying the boundaries of the right-of-way and City property prior to beginning work. The City makes no warranty or representation regarding boundary location.

SECTION 3 – CITY RESPONSIBILITIES

3.1 City Maintenance and Construction Rights:

City retains the right to perform maintenance, repairs, reconstruction, or other necessary work within the right-of-way or City-owned property at any time.

This includes the right to remove any plantings, landscaping, or improvements installed by WLBT-TV without compensation:

(a) if such items are not properly maintained;

(b) if safety concerns arise;

(c) if necessary to accommodate utility work, traffic operations, roadway construction, or future design changes;

(d) in emergency circumstances where immediate access is required.

3.2 No Compensation for Removal:

WLBT-TV acknowledges that it has no claim for damages or reimbursement if City operations require removal, relocation, or destruction of any WLBT-TV plantings or improvements.

3.3 Permit Authority:

City reserves exclusive authority to issue or deny permits for ingress, egress, lane closures, traffic control, or any use of the right-of-way not specifically granted in this Agreement.

3.4 Subcontracting:

City acknowledges that WLBT-TV may use subcontractors for the Authorized Work; however, subcontracting does not relieve WLBT-TV of any responsibility under this Agreement.

3.5 MUTCD Signage:

WLBT-TV shall ensure that its Contractors and any subcontractors shall post MUTCD signage when conducting any work within the right-of-way.

SECTION 4 – WLBT-TV RESPONSIBILITIES

4.1 Permits and Coordination:

WLBT-TV shall obtain all permits required by the City before initiating any Authorized Work, including planting, clearing, or maintenance activities.

WLBT-TV shall coordinate its proposed planting plan, vegetation types, spacing, and maintenance schedule with the City's Public Works Director, or the Director's designated representative.

4.2 Utility Notification and Liability:

Prior to any digging, trenching, grading, or disturbance of soil or vegetation, WLBT-TV shall contact Mississippi 811 and obtain utility location services.

WLBT-TV shall be solely responsible for any damages to underground or overhead utilities, including but not limited to water, sewer, stormwater, gas, electric, fiber, and communication lines.

WLBT-TV shall coordinate with the City, JXN Water, Entergy, AT&T, Comcast, and other utility owners as required.

The City makes no warranty or representation regarding utility location or depth.

4.3 Work Standards:

All work must be performed in a neat, orderly, and workmanlike manner by contractors licensed as required under Mississippi law.

WLBT-TV shall comply with all City ordinances, Public Works standards, MS4 stormwater regulations, and all instructions issued by City inspectors.

4.4 Maintenance Requirements:

WLBT-TV agrees to maintain all planted and cleared areas in good condition, free of weeds, litter, debris, and overgrowth.

WLBT-TV agrees to maintain plantings on a minimum 30-day cycle during the growing season and as needed during non-growing periods.

All dead, damaged, or vandalized plantings shall be replaced within fourteen (14) days of notice or observation.

WLBT-TV agrees to repair any soil erosion, rutting, or damage to the ground surface caused by its activities.

4.5 Plant Height and Sight Distance:

All flower and shrub plantings shall be trimmed and maintained to a maximum height of thirty-six (36) inches.

WLBT-TV shall not plant any trees, shrubs, or vegetation in intersection sight triangles, sight flares, or locations where visibility of signs, traffic signals, or vehicles may be impaired.

The City may order trimming or removal of any vegetation that interferes with traffic visibility, drainage, or public safety.

4.6 Traffic Control and Work Hours:

All lane closures, traffic control, and roadway operations must comply with the MUTCD and any Traffic Control Plan required by the City.

Work hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise approved in writing.

No lane closures are permitted during peak traffic hours (6:30–9:00 a.m. and 3:30–6:00 p.m.) unless expressly authorized.

4.7 Debris Disposal:

WLBT-TV shall remove all vegetation cuttings, brush, debris, trash, and waste materials from the site on the same day they are generated.

No stockpiling or disposal on City property or in the right-of-way is permitted.

4.8 Photo Documentation:

As a method of documenting the work performed and the maintenance of such work, WLBT-TV agrees to provide pre-work, post-work, and annual photographic documentation of the areas subject to Authorized Work.

4.9 Restoration Obligations:

Upon termination or cancellation of this Agreement, WLBT-TV shall remove all plantings and restore the area with sod, grass, or Portland cement concrete, as directed by the City and at WLBT-TV's sole cost.

4.10 No Interference With City Operations:

WLBT-TV shall not interfere with City construction, maintenance, or utility operations.

WLBT-TV shall remove or relocate vegetation at its sole cost upon request by the City when required for public works operations.

SECTION 5 – INSURANCE, LIABILITY & INDEMNIFICATION

5.1 Insurance Requirements:

WLBT-TV shall maintain general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, covering bodily injury, death, property damage, and contractual liability.

WLBT-TV shall name the City of Jackson as an additional insured on all liability policies.

Certificates of insurance shall be provided to the City before any work begins and shall state that the insurer will provide at least ten (10) days' written notice prior to cancellation or non-renewal.

5.2 Coverage Scope:

Insurance coverage shall extend to and include claims arising from:

(a) damage to underground or overhead utilities;

(b) personal injury or property damage to third parties;

(c) traffic incidents or lane-closure activities;

(d) environmental impacts, including erosion or stormwater violations;

(e) acts or omissions of WLBT-TV, its employees, agents, or contractors.

5.3 Indemnification:

WLBT-TV shall indemnify, hold harmless, and defend the City, its officers, employees, and agents from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees) arising out of or related to the activities conducted under this Agreement.

This obligation applies regardless of whether such claims arise from acts or omissions of WLBT-TV, its employees, agents, or contractors.

5.4 Exception for City Misconduct:

The indemnification obligations in this Section shall not apply to the extent a claim is caused solely by the City's gross negligence or intentional misconduct.

5.5 Survival:

The indemnification and insurance obligations set forth in this Section shall survive termination or expiration of this Agreement.

SECTION 6 – CITY'S RIGHT TO SUSPEND OR TERMINATE WORK

6.1 Immediate Suspension of Work:

The City may immediately order WLBT-TV to suspend or cease any and all activities under this Agreement if unsafe conditions exist, utilities are endangered, traffic operations are impacted, or WLBT-TV fails to comply with any requirement of this Agreement.

6.2 Emergency Access:

In the event of an emergency, including water or sewer system failure, roadway hazard, or other event requiring immediate access, the City may remove any plantings, equipment, or materials placed by WLBT-TV without notice or compensation.

6.3 Permit Revocation:

The City may revoke any right-of-way, lane closure, or work permit at any time, with or without cause, and without the need to terminate this Agreement. Revocation of a permit does not require thirty (30) days' notice.

6.4 No Compensation:

WLBT-TV shall not be entitled to reimbursement, damages, replacement of plantings, or any form of compensation if work is suspended, terminated, or if City operations require alteration or removal of WLBT-TV's improvements.

6.5 Reinstatement of Work:

Work may resume only upon written authorization from the City following a suspension.

SECTION 7 – RELATIONSHIP OF THE PARTIES

7.1 Independent Capacity:

WLBT-TV and the City acknowledge that each is an independent entity and that no agency, partnership, joint venture, or employer–employee relationship is created by this Agreement.

7.2 No Authority to Bind:

Neither party has the authority to bind the other party to any contract, obligation, or legal commitment except as expressly stated in this Agreement.

7.3 No Third-Party Beneficiaries:

No provision of this Agreement is intended to create any right, title, or interest in any third party, including contractors, subcontractors, motorists, or pedestrians.

7.4 City Not Responsible for WLBT-TV Contractors:

The City shall have no responsibility for hiring, supervising, directing, paying, or controlling any employee, agent, contractor, or subcontractor engaged by WLBT-TV.

WLBT-TV shall ensure that all contractors comply with the requirements of this Agreement.

7.5 WLBT-TV Not Responsible for City Contractors:

WLBT-TV shall have no responsibility for supervising or controlling any employee, agent, or contractor of the City.

7.6 No City Liability for Vandalism or Theft:

The City shall not be responsible for vandalism, theft, damage, or destruction of any vegetation, plantings, materials, or equipment placed by WLBT-TV within the right-of-way or on City property.

SECTION 8 – GENERAL PROVISIONS

8.1 Amendment:

No modification of this Agreement shall be binding unless in writing and signed by both parties.

8.2 Termination:

This Agreement may be terminated by either party upon thirty (30) days' written notice.

The City may additionally suspend or revoke any permit, or suspend work, without terminating this Agreement, as provided in Section 6.

8.3 Successor and Assigns

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and to the extent permitted by this Agreement, their respective legal representatives, successors and assigns, except that with respect to the elected officials of the City, this Agreement shall not be binding upon their successors in office.

8.4 Assignment of Agreement

WLBT-TV shall not assign or transfer any or all of its interest in this Agreement without prior written approval from the City.

8.5 Entire Agreement:

This Agreement represents the entire and integrated understanding between the parties and supersedes all prior oral or written agreements relating to the subject matter herein.

8.6 Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Any invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

8.7 Notices:

All notices required under this Agreement shall be in writing and delivered by certified mail and electronic mail to the following designated contacts, or to updated contacts provided in writing by either party:

City of Jackson:

Lorenzo Anderson, P.E.
Director, Department of Public Works
200 South President Street
Jackson, MS 39201
Telephone: (601) 960-2091
Email: landerson@jacksonms.gov

Drew Martin, Esq.
City Attorney
401 East Capitol Street, Suite 300
Jackson, MS 39201
Telephone: (601) 960-1799
Email: dmartin@jacksonms.gov

WLBT-TV:

- Designated Corporate Representative

8.6 Pre-Work Meeting:

WLBT-TV shall attend a pre-work coordination meeting with the Director of Public Works and Deputy Director of Public Works and any other staff designated by the City prior to initiating any Authorized Work.

8.7 No Waiver:

Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce it later.

8.8 Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to principles of conflict of laws. Jurisdiction for any lawsuit filed related to this agreement shall be in the applicable state court in the First Judicial District of Hinds County, Mississippi.

8.9 Headings:

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 9 – SIGNATURES

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to be bound by the terms of this Agreement.

[Balance of page left blank; signature page follows]

GRAY LOCAL MEDIA, INC.

By: _____

Name: _____

Title: _____

Attested: _____

Date: _____

CITY OF JACKSON, MISSISSIPPI

By: _____

John Horhn
Mayor, City of Jackson

Attested: _____

Date: _____

EXHIBIT A

A map identifying the limits of the Authorized Work areas, including:

- Right-of-way adjacent to WLBT-TV property along East Silas Brown Street (Blue Line);
- City-owned property and right-of-way along the east side of South Jefferson Street (Red Line);

is attached hereto as Exhibit A.

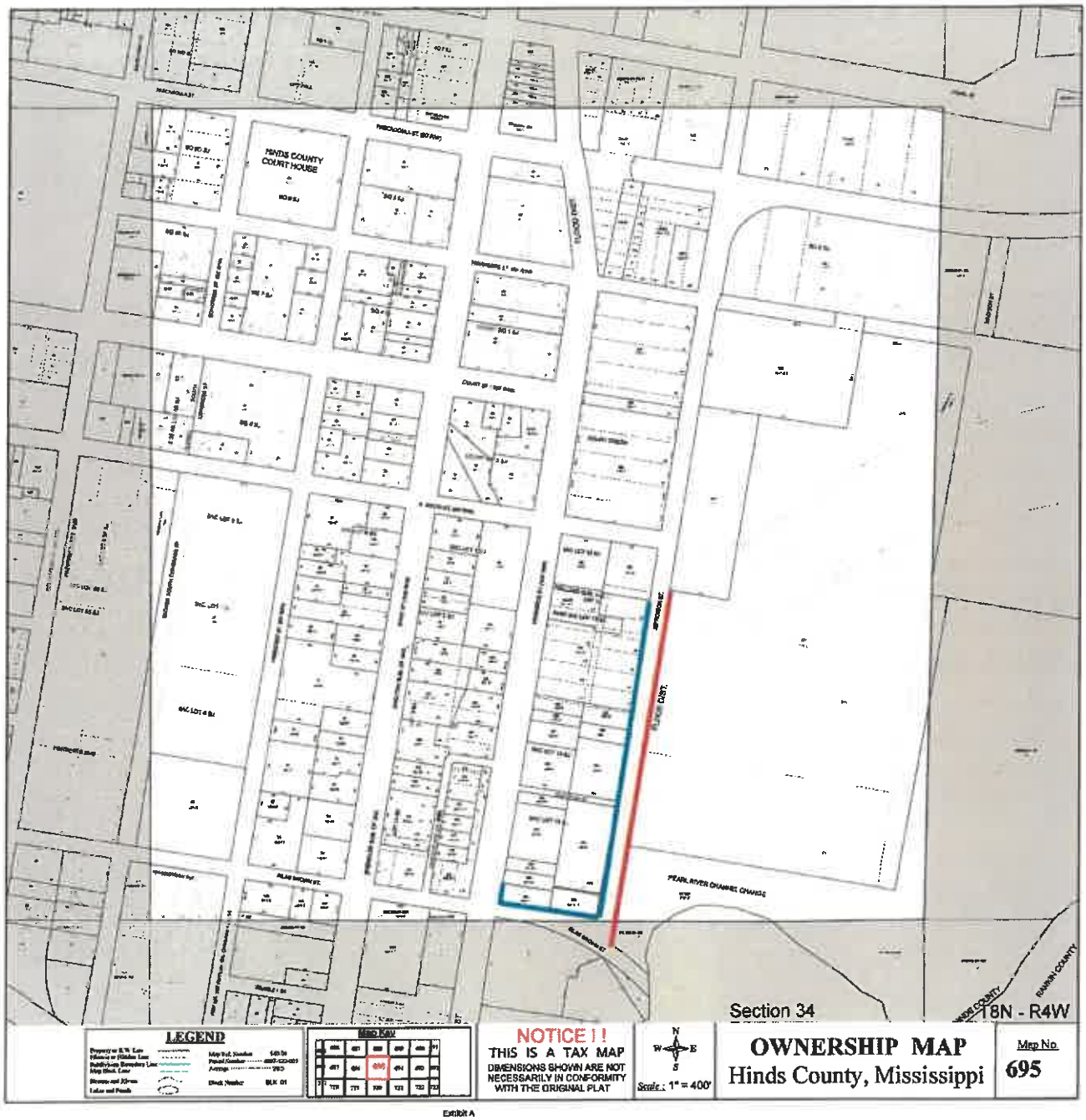


Exhibit A

Exhibit A

42

S.M.

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS TO THE JACKSON METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANTS AND COMMITTING MATCHING FUNDS FOR PROJECTS, IF AWARDED FEDERAL FUNDS

1/21/26

WHEREAS, Federal Surface Transportation Block Grant (STBG) program funds are available for transportation improvements within the Jackson Urbanized Area; and

WHEREAS, the City of Jackson has selected projects to submit to the Jackson Metropolitan Planning Organization (MPO) for consideration for funding; and

WHEREAS, the selected projects consist of the following:

1. Pavement Preservation Project

- Resurfacing and related work on Bailey Ave Extension from Mayes Street to Northside Drive;
- Resurfacing and related work on Medgar Evers Boulevard from Sunset Drive to the MDOT Maintenance Line southeast of Northside Drive;
- Resurfacing and related work on Ridgewood Court Drive from Ridgewood Road to County Line Road;
- Resurfacing and related work on Woodrow Wilson Avenue, starting at State maintenance west to the Mill Street Bridge.

2. Bridge Projects:

- Reconstruction of Mayes Street Bridge at Railroad Crossing.

3. Safety Projects:

- Replacement of the traffic signal at Northside Drive at Flag Chapel Road;
- Replacement of the traffic signal at Medgar Evers Boulevard at Sunset Drive;
- Replacement of the traffic signal at Ridgewood Road at Adkins Boulevard;
- Replacement of the three traffic signals at I-55 and County Line Road interchange;
- Replacement of the traffic signal at State Street and Duling Avenue;
- Replacement of the traffic signal at McDowell Road at Belvedere Drive;
- Replacement of the traffic signal at Raymond Road at Belvedere Drive;
- Installation of a new traffic signal at Raymond Road at Siwell Road.

and

Agenda Item No. 42
January 27, 2026

ANDERSON, HORHN

WHEREAS, the City of Jackson hereby requests Federal STBG funding from the Jackson MPO and agrees to provide matching funds in the amounts listed below in a timely manner:

- Woodrow Wilson Avenue, starting at State maintenance west to the Mill Street Bridge
  - Estimated construction cost: $8,903,763.00
  - Federal funds requested: $6,677,822.00
  - Committed city matching funds: $ 2,225,941.00

- Medgar Evers Boulevard from Sunset Drive to State maintenance point southeast of Northside Drive
  - Estimated construction cost: $4,550,000.00
  - Federal funds requested: $3,640,000.00
  - Committed city matching funds: $910,000.00

- Ridgewood Court Drive from Ridgewood Road to County Line Road
  - Estimated construction cost: $2,375,000.00
  - Federal funds requested: $1,900,000.00
  - Committed city matching funds: $475,000.00

- Reconstruction of the Mayes Street Bridge at Railroad Crossing
  - Estimated construction cost: $5,100,000.00
  - Federal funds requested: $3,825,000.00
  - Committed city matching funds: $1,275,000.00

- Traffic signal replacement at Northside Drive at Flag Chapel Road
  - Estimated construction cost: $550,000.00
  - Federal funds requested: $550,000.00
  - Committed city matching funds: $0

- Traffic signal at Medgar Evers Boulevard at Sunset Drive
  - Estimated construction cost: $825,000.00
  - Federal funds requested: $825,000.00
  - Committed city matching funds: $0

- Traffic signals at Ridgewood Road at Adkins Boulevard
  - Estimated construction cost: $660,000.00
  - Federal funds requested: $660,000.00
  - Committed city matching funds: $0

- Traffic signal at State Street at Duling Avenue
  - Estimated construction cost: $600,000.00

- Federal funds requested: $600,000.00
- Committed city matching funds: $0

- Traffic signal at McDowell Road at Belvedere Drive
  - Estimated construction cost: $750,000.00
  - Federal funds requested: $750,000.00
  - Committed city matching funds: $0

- Traffic signal at Raymond Road at Belvedere Drive
  - Estimated construction cost: $750,000.00
  - Federal funds requested: $750,000.00
  - Committed city matching funds: $0

- Three traffic signals at I-55 and County Line Road interchange
  - Estimated construction cost: $1,300,000.00
  - Federal funds requested: $1,300,000.00
  - Committed city matching funds: $0

- Installation of a new traffic signal and left turn lane at Raymond Road at Siwell Road
  - Estimated construction cost: $1,150,000.00
  - Federal funds requested: $920,000.00
  - Committed city matching funds: $230,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the City of Jackson acknowledges that if one or more said projects are selected for funding through the MPO selection process, said projects are subject to all applicable Federal and State laws and regulations regarding STBG funding, as well as subject to the rules and procedures established by the Jackson MPO regarding approved STBG projects.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized to submit the project applications to the Jackson MPO.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET January 21, 2025
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS TO THE JACKSON METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANTS AND COMMITTING MATCHING FUNDS FOR PROJECTS IF AWARDED FEDERAL FUNDS**
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure and Transportation** **7. Quality of Life**	Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life
3.	**Who will be affected**	Person using streets throughout the City of Jackson
4.	**Benefits**	Will provide funding for street resurfacing projects, reconstruction of closed bridges, and improved traffic signals
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area) –** ▪ **Project limits if applicable**	Various locations through the City
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐ ▪	Department of Public Works
8.	**COST**	Dependent upon the award of projects
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Matching funds would come from the Special Sales Tax Commission and the Infrastructure Modernization Tax Fund

Revised 2-04

Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

John Horhn
Mayor of the City of Jackson

Memorandum

To: Hon. John Horhn, Mayor
From: Lorenzo Anderson, P.E., Director
Department of Public Works
Date: January 21, 2026
Re: Agenda Item for City Council Meeting

This agenda item will allow for the City to apply for granting funding through the local Metropolitan Planning Organization, Central Mississippi Planning & Development District, which establishes the ranking criteria and the award of grants. The grant funds are federal funds administered through the MDOT LPA program.

The projects include pavement preservation projects, i.e., resurfacing of roads, and traffic safety projects, i.e., upgrades to signalization at intersections. The projects also include the reconstruction of two bridges, one of which is closed and the other, which is weight restricted.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.

OFFICE OF THE CITY ATTORNEY

1/21/26

This **RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS TO THE JACKSON METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANTS AND COMMITTING MATCHING FUNDS FOR PROJECTS, IF AWARDED FEDERAL FUNDS** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

1/21/26
Date

43

ORDER AUTHORIZING PAYMENT OF $6,282.00 TO LEE TAYLOR, JR. AS A FULL AND COMPLETE SETTLEMENT OF A CLAIM FOR PROPERTY DAMAGE AT 1108 CRAFT STREET

WHEREAS, the Division of Risk Management received a claim from Lee Taylor, Jr. alleging that municipal employees dropped a tree on his house located at 1108 Craft Street, which caused damage; and

WHEREAS, the Division of Risk Management investigated the claim and determined that employees of the City of Jackson were in the process of installing a drainage system and undertook the task of removing a tree for the work; and

WHEREAS, the roof of the structure was damaged, and estimates were obtained for the replacement of the roof; and

WHEREAS, after evaluating the estimates, the Office of the City Attorney recommends that the claim of Lee Taylor, Jr. be compromised for the sum of $6,282.00; and

WHEREAS, Lee Taylor, Jr. is amenable to compromising the claim for the sum of $6,282.00 and releasing the City of Jackson from other claims associated with the incident.

IT IS HEREBY ORDERED that the claim of Lee Taylor, Jr. for damage to the property located at 1108 Craft Street may be compromised by the payment of the sum of $6,282.00 upon Lee Taylor, Jr. furnishing a release.

APPROVED FOR AGENDA:

Item # 43
Agenda Date: January 27 2026
(Martin Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF $6,282.00 TO LEE TAYLOR, JR. AS A FULL AND COMPLETE SETTLEMENT OF A CLAIM FOR PROPERTY DAMAGE AT 1108 CRAFT STREET** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

12/23/25
Date 12/28/25

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/10/2025
DATE

	POINTS	COMMENTS
1.	1. Brief Description/Purpose	ORDER AUTHORIZING PAYMENT OF $6282.00 TO LEE TAYLOR, JR AS FULL AND COMPLETE SETTLEMENT OF A PROPERTY DAMAGE CLAIM
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department ☑ ▪ Consultant ☐	Office of the City Attorney
8.	COST	$6,282.00
9.	Source of Funding ▪ General Fund ☑ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A X AABE _____ % WAIVER yes ___ no ___ N/A X WBE _____ % WAIVER yes ___ no ___ N/A X HBE _____ % WAIVER yes ___ no ___ N/A X NABE _____ % WAIVER yes ___ no ___ N/A X

Revised 2-16

MEMO

TO: **John Horhne, Mayor**
City of Jackson

DATE: **December 23, 2025**

RE: **Settlement of Property Claim for Lee Taylor, Jr.**

The agenda item which accompanies this memo requests that the governing authorities approve the payment of $6,282.00 to Lee Taylor, Jr. in full and complete settlement for damage to property located at 1108 Craft Street. The damage occurred when municipal employees were removing a tree during the process of installing a drainage system.

THE CITY OF
JACKSON
MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
Risk Management Division

November 6, 2025

Lee Roy Taylor, Jr.
Thee Taylor Group, LLC
1108 Craft Street
Jackson, MS 39209

RECEIVED
NOV 06 2025
RISK MANAGEMENT

RE: **Claim for Damages against the City of Jackson**
Claim Number: 15533
Date of Incident: 11/12/2024
Description of Claim: Property Damage (Roof Only)

Dear Mr. Taylor:

On December 23, 2024, the Risk Management Division received your claim regarding damage allegedly sustained to your roof on November 12, 2024. The claim has been investigated, and the Risk Management Division hereby indicates a willingness to recommend that the governing authorities settle the claim for the sum of **$6282.00** as it relates to your roof only. The settlement recommendation is subject to the approval of the governing authorities for the City of Jackson.

The Risk Management Division willingness to recommend settlement of the claim should not be construed as an admission of liability. The recommendation for the settlement stems from a recognition that the City's best interest would be served by settlement as oppose to litigation. Moreover, the Risk Management Division willingness to recommend settlement of the claim should *not* be construed as a waiver of any requirement contained within the provisions of the Mississippi Tort Claims Act, including but not limited to the filing of a Notice of Claim or the time for filing suit.

Assuming the governing authorities consent and approve settlement by the payment of the above stated sum, we will require you to sign a release. You may be also required to complete a W9 form for processing of the settlement proceeds. Please acknowledge by signature below your receipt and understanding of the contents of this letter and return to the Risk Management Division. If you have any questions, please feel free to contact me at 601-960-0521 or vtravis@jacksonms.gov.

Sincerely,

MacDarrell Poullard, Risk Manager
Risk Management Division

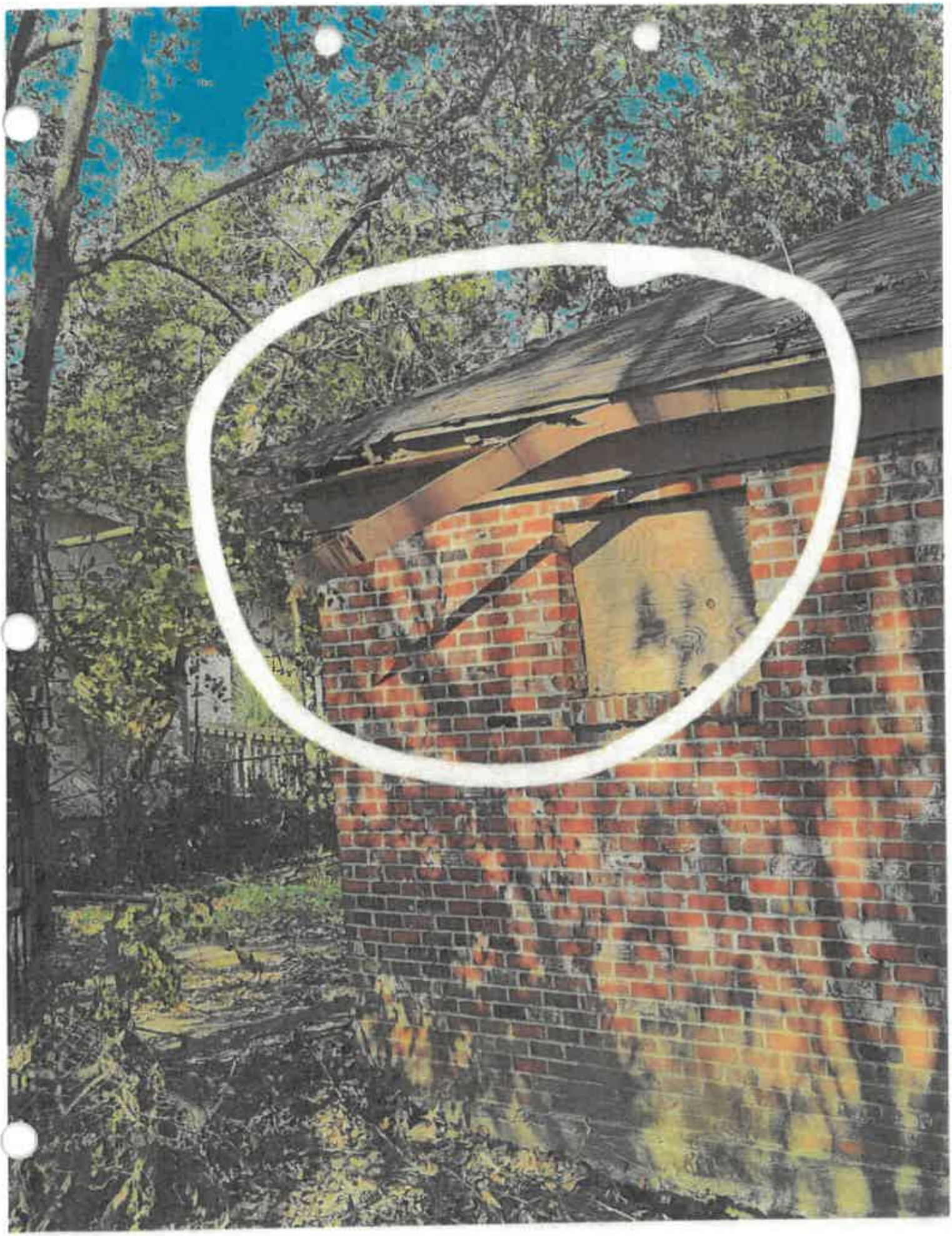
Acknowledgement and Receipt Section

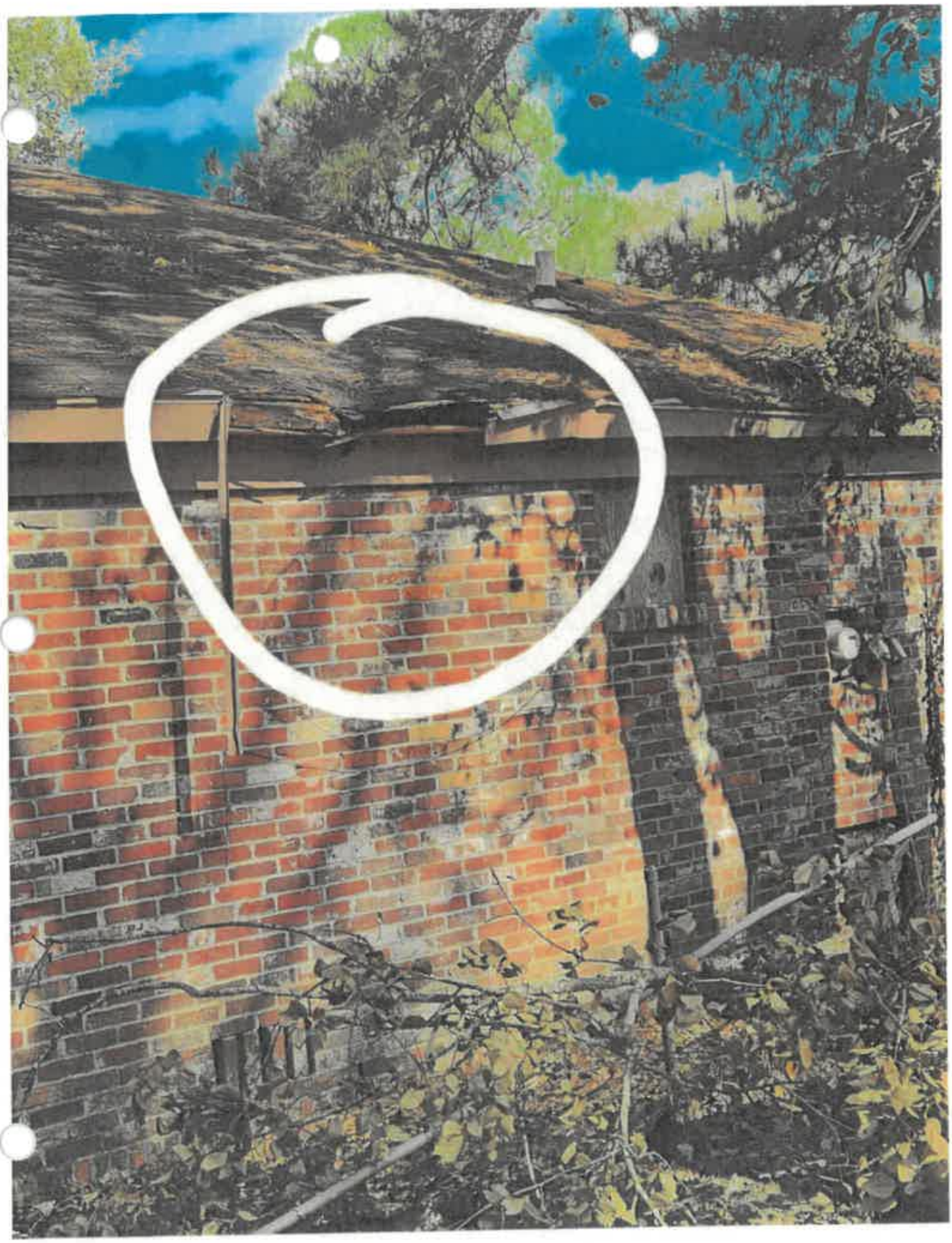
I, Lee Roy Taylor, Jr. certify that I have read and understand the contents stated in this letter. I hereby accept the amount offered herein to settle my claim with the understanding that said offer of settlement is contingent upon the consent and approval of the governing authorities of the City of Jackson.

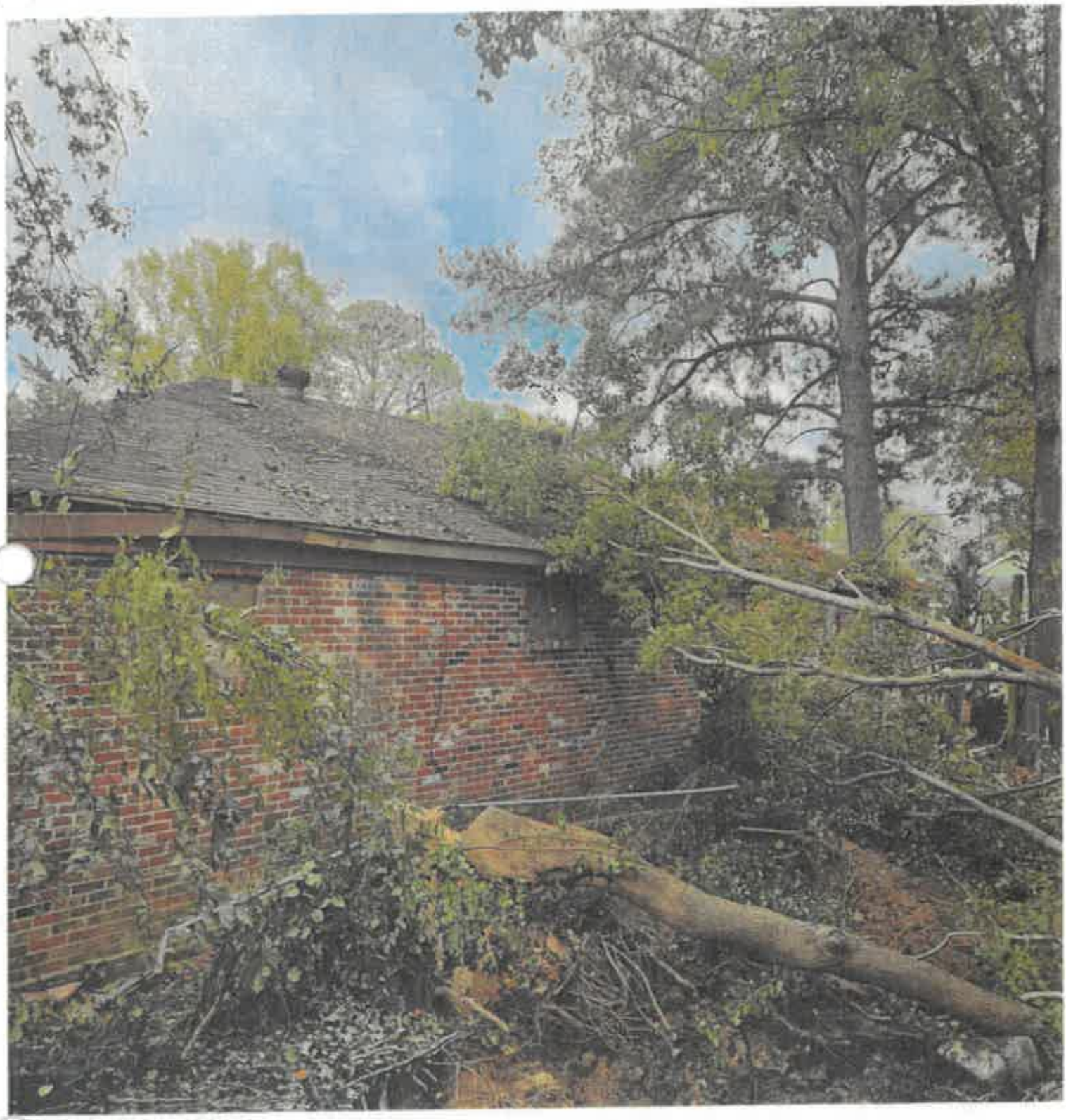
Signature

11-6-25
Date

218 South President Street | P.O. Box 17
Jackson, Mississippi 39205-0017
www.jacksonms.gov







Watkins Construction & Roofing Jackson
218 North Wheatley St.
Ridgeland, MS 39157
Phone: 601-966-8233

3 Tab Roof Replacement - Total Roof

12/04/2024
Claim Information

Company Representative
Jeremy Gunalda
Phone: (601) 832-8463
jgunalda@watkinsway.com

Lee Taylor
1108 Craft Street
Jackson, MS 39209
(601) 699-2053

Job: Lee Taylor

New Templates Section

OC Supreme Roof System

- Tear off old shingles/felt to the deck & haul off debris. Inspect deck and replace up to 25 sheets of rotten decking. Each additional sheet replaced, shall incur a charge of $65 per sheet.
- Install ice & water shield around all penetrations.
- Install new synthetic felt underlayment.
- Paint all pipes to match shingle color and install new neoprene pipe flashings.
- Install approx. 30 squares of Owens Corning Supreme 3-tab shingles (25-year/60 mph).
- Clean debris and run magnet around perimeter of structure.
- 10 year labor warranty.

Roof Ventilation

Tri-Built OmniRidge Pro PRO4-N Shingle Over Ridge Vent w/ Nails (4')

Electric Boot

Electrical Mast/Split Boot - Install one retro-fit pipe flashing around electrical mast or immovable pipe. This applies to pipe sizes up to 5 3/8".

Drip Edge

Drip Edge Aluminum (Big) - Install custom pre-painted aluminum drip edge

$13,484.17

Sub Total	**$13,484.17**
Tax	$1,078.73
TOTAL	$14,562.90

CUSTOMER IS RESPONSIBLE FOR REIMBURSEMENT OF THEIR CITY'S PERMIT FEE AMOUNT, IF APPLICABLE.
ANY ADDITIONAL MONIES RECEIVED FROM THE INSURANCE COMPANY AS SUPPLEMENTS, COST INCREASED, AND/OR GENERAL CONTRACTOR OVERHEAD AND PROFIT WILL BE PAID IN ADDITION TO CONTRACT PRICE ABOVE.
INSURED HEREBY GRANTS WATKINS CONSTRUCTION & ROOFING PERMISSION TO COMMUNICATE WITH AND RECEIVE DOCUMENTS FROM INSURANCE COMPANY.

Strength Roofing & Siding

6016 Interstate 55 Byram, MS 39272
Phone: 601.373.7254
Email: brandon@roofingms.com

Brandon Mabry

601.750.3786

Scope of Work

Lee Taylor

1108 Craft Street
Jackson, MS 39209

9 Dec 2024

Scope of Work – Option 1: $14,895.00

ROOF:

- Strip Existing roof down to the decking and replace ALL rotten/broken decking as needed at $105.00 per sheet. 2 sheets of decking included. Refund any unused sheets.
- Install Owens Corning Oakridge Architectural Shingle. (110mph Wind Rating)
- Install Owens Corning Starter Shingle.
- Install Owens Corning Rizer Ridge Hip and Ridge Cap Shingles.
- Install Owens Corning Ridge Vent.
- Install Owens Corning Pro Armor Synthetic Underlayment.
- Install 2" Steel Drip Edge.
- Install Turbines x2.
- Install Turtle Vents x2.
- Install Soffit Vents around Eave of the home.
- Install Bullet Boots.
- Remove and Replace Fascia Board on the rear of home.
- Run magnetic rollers around perimeter of property to pick up any loose nails.
- Clean up work area/haul away debris.
- **Warranties: 10 year workmanship and 30 year Pro Rated Manufacturer Warranty.**

Scope of Work – Option 2: $13,690.00 (direct replacement of current roof)

ROOF:

- Strip Existing roof down to the decking and replace ALL rotten/broken decking as needed at $105.00 per sheet. 2 sheets of decking included. Refund any unused sheets.
- Install Owens Corning 3-Tab Shingle. (60mph Wind Rating)
- Install Owens Corning Starter Shingle.
- Install Owens Corning 3-Tab Hip and Ridge Cap Shingles.
- Install Owens Corning Ridge Vent.
- Install Owens Corning Rhino Synthetic Underlayment.
- Install 2" Steel Drip Edge.
- Install Turbines x2.
- Install Turtle Vents x2.
- Install Soffit Vents around Eave of the home.
- Install Rubber Pipe Boots.
- Remove and Replace Fascia Board on the rear of home.
- Run magnetic rollers around perimeter of property to pick up any loose nails.
- Clean up work area/haul away debris.
- **Warranties: 2 year workmanship and 25 year Pro Rated Manufacturer Warranty.**

RECEIVED
SEP 12 2025
RISK MANAGEMENT

MidSouth Proposal

Quote: PR13040
Project 1
Date Issued: 09/15/2025

MidSouth Crawlspace Solutions
129 Arcon Drive
Suite A
Florence, MS 39073

https://www.mscrawlspace.com
P (601) 898-0891

Prepared for:
Lee Taylor
ambitious1601@gmail.com
L (601) 699-2053

Job Location:
1108 Craft St
Jackson, MS 39209

Prepared by:
Caleb McKewon

CRAWLSPACE

Project Overview

Proposal Summary

Total Investment	**$17,192.10**
Total Contract Price	**$17,192.10**
Deposit Required	$5,157.63
Amount Due Upon Installation	**$17,192.10**

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 90 days.

Authorized Signature **Date**

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature **Date**

Total depth per pier included in proposed price is 30 feet. Each additional foot past 30 feet will add additional cost of $20.00 per foot Initial

Wood repair pricing may alter if during demo process additional damage is discovered that may be currently concealed. Proposed price is based on what is visibly seen from the crawlspace as well as from inside the home; however additional damage may be discovered during demo phase. Project foreman will make customer aware if this is discovered during discovery phase of demo. Initial

If previous foundation work is found in proposed areas for pier placement during installation, project foreman will stop work and inform the customer. Removal of previous foundation work by the production crew is necessary for proper installation of push or helical piers by MidSouth Crawlspace Solutions; an additional fee of $500 per affected pier location will be added to the total price of the proposed project. Initial

My Project

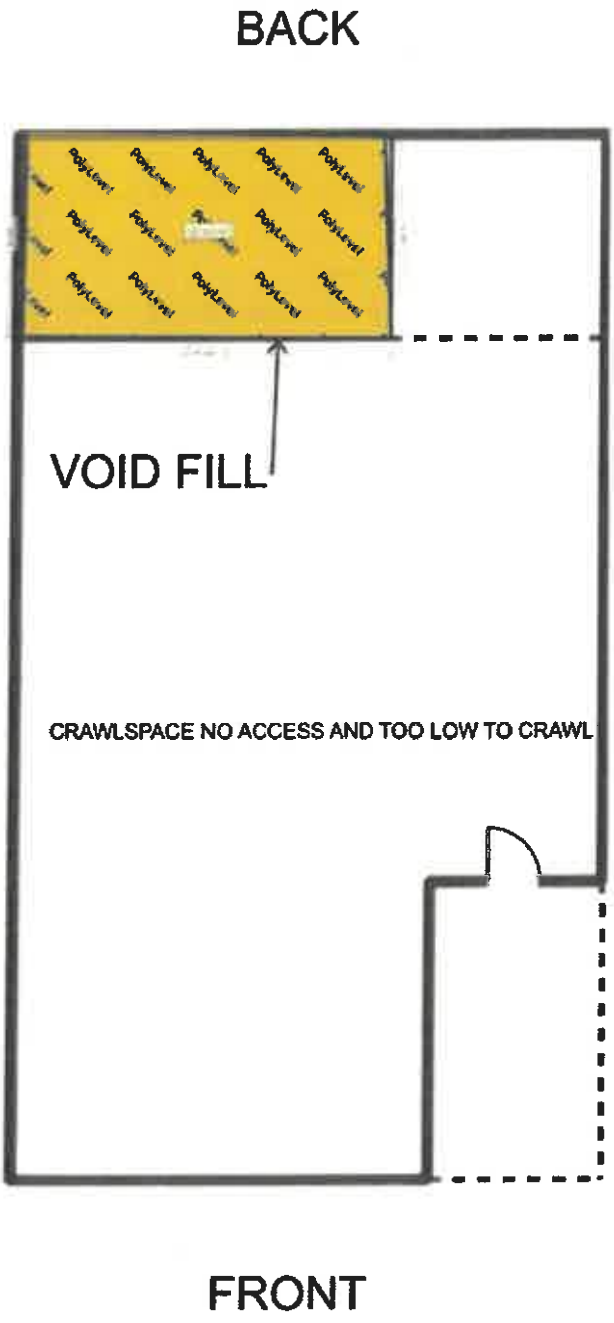
Qty	Product Name	
Concrete Area: Lift Settled Concrete		
See Included Areas	PolyLEVEL Install PolyLEVEL as indicated on job drawing to void fill and/or Stabilize areas specified. Includes: New Fix Area, New Fix Area	
Total Investment		**$17,192.10**
Total Contract Price		**$17,192.10**

Product Specifications

PolyLEVEL

Install PolyLEVEL as indicated on job drawing to void fill and/or Stabilize areas specified.

Drawing


BACK
VOID FILL
CRAWLSPACE NO ACCESS AND TOO LOW TO CRAWL
FRONT

Job Details

Contractor Will

1. Be responsible for cleaning up the job site after each day.

2. Stabilize with poly foam and attempt to pick slab back up

Customer Will

1. Move items at least 10 feet away from the work area.
2. Allow our crew to park on or at the property that we are performing the work.

Limited Warranty

PolyLevel®

Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with PolyLEVEL®, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of 5 years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty excludes patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

PolyLEVEL®

Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with PolyLEVEL®, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of 5 years from the date of installation, when all joints and cracks are also sealed with NexusPro joint sealant; if lift and level with PolyLevel is attempted without NexusPro joint sealant and crack repair, contractor warrants against settlement of more than ¼ inch for a period of 1 year. If settlement of more than ¼ inch occurs in either instance, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty excludes patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry.

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of MidSouth Crawlspace Solutions ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Hold Harmless

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Limited Warranty (Continued)

Items For Which Customer Is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Liability

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or

2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

MidSouth Crawlspace Solutions
(601) 898-0891
https://www.mscrawlspace.com
129 Arcon Drive
Suite A
Florence MS 39073

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights. If you should choose to cancel your job after the three day cancellation period, you will forfeit 15% of the job total and will be taken out the deposit paid, to help cover freight, material costs, and commissions paid.

I Wish to Cancel

Owner's Signature **Date**

Owner's Signature **Date**

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature **Date**

Owner's Signature **Date**

44

There came on for consideration by the Jackson City Council (the "Governing Body") of Jackson, Mississippi (the "City"), the matter of the Interlocal Cooperation Agreement by and between Hinds County, Mississippi (the "County"), and the City of Jackson, Mississippi and a resolution regarding the Interlocal Cooperation Agreement. After a full consideration of the matter, Councilmember _____ _____ offered and moved the adoption of the following resolution:

S.M.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI, PURSUANT TO SECTIONS 21-45-1 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED, AND SECTIONS 17-13-1*ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND FUNDING OF INFRASTRUCTURE IMPROVEMENTS RELATED TO THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025; AND FOR RELATED PURPOSES.

1/20/26

WHEREAS, the Governing Body of the City, acting for and on behalf of the City hereby finds, determines, adjudicates and declares as follows:

1. Sections 21-45-1 *et seq.,* Mississippi Code of 972, as amended (the "TIF Act"), either separately or jointly through Sections 17-13-1 *et seq.,* Mississippi Code of 1972, as amended (the "Interlocal Act" and together with the TIF Act, the "Act"), authorize 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 the TIF Act.

2. On September 9, 2025, the Mayor and City Council of the City approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook, City of Jackson, Hinds County, Mississippi, August 2025* (the "City TIF Plan"), and on November 3, 2025, the Governing Body of the County approved and adopted the *Tax Increment t Financing Plan, Prado Lofts at Meadowbrook, City of Jackson, Hinds County, Mississippi, August 2025* (the "County TIF Plan" and together with the City TIF Plan, the "TIF Plan"), which TIF Plan provides for the issuance of not to exceed the principal amount of $1,000,000 tax increment financing revenue bonds of the City in one or more series, for a term not to exceed fifteen (15) years (the "Bonds") to fund certain infrastructure improvements or other authorized improvements described in the TIF Plan (the Infrastructure Improvements").

3. The TIF Plan establishes a tax increment financing district within which P Lofts Development SPE LLC, a Mississippi limited liability company (the "Developer") has agreed to construct or cause to be constructed a mixed-use luxury apartment complex and ancillary facilities (the "Project"), and provides for the joint and mutual pledge and division of a portion of the incremental increases in real and personal property ad valorem tax revenues generated by the Project within the TIF District (as defined in the TIF Plan) as security for the Bonds.

Agenda Item No. 44
January 27, 2026
D. Martin, Horhn

44

4. The County and the City, in accordance with the TIF Plan and the Act, desire to enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement"), in order to, among other things, provide for joint participation in the installation, construction, operation, maintenance and financing of the Infrastructure Improvements.

5. Pursuant to the Interlocal Agreement, the County and the City shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the TIF Plan and in accordance with the Act, with the City's and the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement.

6. The Interlocal Agreement is necessary to facilitate implementation of the TIF Plan and will further the public interest and convenience of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City does hereby approve and adopt in substantial form the Interlocal Agreement attached hereto as Exhibit A, and does hereby authorize the the Mayor and the Chancery Clerk to execute and deliver the Interlocal Agreement in substantially the same form as is attached hereto, for and on behalf of the City, with such changes, additions, deletions and modifications as shall be approved by the officers of the City executing same, their execution thereon signifying their approval of such changes, additions, deletions and modifications.

SECTION 2. That the Interlocal Agreement is subject to the approval and adoption by the Governing Body of the County, and prior to and as a condition precedent to its entry into force, it must be submitted to the Attorney General of the State of Mississippi (the "State") who shall determine whether the Interlocal Agreement is in proper form and compatible with the laws of the State.

SECTION 3. That all orders, resolutions, or proceedings of this Governing Body in conflict with the provisions of this Resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. That for cause, this Resolution shall become effective immediately upon the adoption thereof.

[Remainder of Page Intentionally Left Blank]

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

S.M.
1/20/2026

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI, PURSUANT TO SECTIONS 21-45-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, AND SECTIONS 17-13-1ET SEQ., MISSISSIPPI CODE OF 1972,AS AMENDED, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND FUNDING OF INFRASTRUCTURE IMPROVEMENTS RELATED TO THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

1/20/26
Date

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PRADO LOFTS AT MEADOWBROOK PROJECT
TAX INCREMENT FINANCING
CITY OF JACKSON
HINDS COUNTY, MISSISSIPPI

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT**, dated as of November 3, 2025 (this "Agreement"), is made by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi (the "State"), acting by and through its duly elected and serving Board of Supervisors, and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a political subdivision of the State, acting by and through its duly elected and serving Mayor and City Council.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "TIF Act"), either separately or jointly through Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act" and together with the TIF Act, the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of certain Infrastructure Improvements (as defined in the TIF Plan and herein) and to jointly pledge revenues to fund debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, the City has heretofore approved its *Tax Increment Financing Redevelopment Plan*, and/or supplemented from time to time (the "Redevelopment Plan"), as required by the TIF Act to establish tax increment financing districts; and

WHEREAS, P Lofts Development SPE LLC, a Mississippi limited liability company (together with its successors and assigns, the "Developer"), desires to develop a project to be known as "Prado Lofts at Meadowbrook Project" located within the geographical limits of the City and/or the County that will include the development of approximately 5.61 acres to be located in the TIF District, as more particularly described in the TIF Plan (the "TIF District"), and will include the construction, rehabilitation, and redevelopment of a mixed-use luxury apartment complex, ancillary facilities, and related improvements within the TIF District (the "Redevelopment Project"); and

WHEREAS, Developer has requested that the City and County participate in the construction and development of the Redevelopment Project by issuing tax increment financing revenue bonds or notes secured by the incremental increase in taxes within the TIF District that occurs as a result of the construction of the Redevelopment Project in the principal amount not to exceed $1,000,000 for a term of up to fifteen (15) years, a portion of the proceeds of which have or will be used to finance the cost of installing or constructing certain Infrastructure Improvements necessary for the Redevelopment Project all as described in the TIF Plan (as defined herein below) and as authorized pursuant to the Act; and

WHEREAS, on September 9, 2025, subsequent to a public hearing, the City approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "City TIF Plan"), and on November 3, 2025, subsequent to a public hearing, the County approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "County TIF Plan" and together with the City TIF Plan, the "TIF Plan"); and

WHEREAS, the TIF Plan establishes the TIF District within the City, more fully described in the TIF Plan, provides for the issuance, by the City, of tax increment financing revenue bonds or notes in the principal amount not to exceed $1,000,000, in one or more series, for a term of up to fifteen (15) years (the "TIF Bonds"), a portion of the proceeds of which have or will be used to finance all or a part of the cost of installing or constructing certain Infrastructure Improvements necessary for the Redevelopment Project, all as described in the TIF Plan and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plan, the City shall enter into a Development and Reimbursement Agreement with the Developer, dated 1/03, 2025 (the "Development Agreement"), memorializing the Developer's agreement to construct certain Infrastructure Improvements (as defined herein below) and complete the Redevelopment Project and the City's intent, acting in concert with the County, to proceed with the sale and issuance of the TIF Bonds, in one or more series, subject to the conditions set forth in the Development Agreement, in order to reimburse the Developer and the City for the cost of construction of a portion of the Infrastructure Improvements in an amount not to exceed $1,000,000 (the "Developer's Reimbursement Portion"), all related to the Redevelopment Project and more fully described in the TIF Documents (as defined herein below), pursuant to the request of the Developer and by virtue of such statutory authority set forth in the TIF Act and as described in the TIF Plan (this Agreement, the TIF Plan and the Development Agreement are hereinafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Agreement wherein the City and the County agree to commit certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) generated by the Redevelopment Project as security for debt service on the TIF Bonds issued by the City for purposes of reimbursing the Developer for the Infrastructure Improvements not to exceed the Developer's Reimbursement Portion, as provided in the TIF Documents and in accordance with the TIF Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the County do hereby agree as follows:

1. **DURATION:** This Agreement shall be in force and effect until the principal and interest of the TIF Bonds, including any refunding Bonds, issued by the City under the TIF Documents are paid in full, but not to exceed fifteen (15) years from the date of issuance of the TIF Bonds or for as long as the TIF Bonds shall remain outstanding, whichever is longer.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as

described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto, through the issuance of the TIF Bonds.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of the Act.

4. **PROJECT:** The Redevelopment Project shall be known as "Prado Lofts at Meadowbrook Project" constructed and developed within the limits of the City and the County on approximately 5.61 acres to be located in the TIF District and shall include the construction, rehabilitation, and redevelopment of a mixed-use luxury apartment complex, ancillary facilities, and related improvements within the TIF District, as more particularly described in the TIF Documents.

5. **THE INFRASTRUCTURE IMPROVEMENTS**: The Redevelopment Project shall be as set forth in the TIF Documents and shall include the development of various infrastructure improvements relating to the Redevelopment Project, including, but not limited to, the installation, improvement, construction, rehabilitation, and/or relocation of utilities such as water, gas, and sanitary sewer, the construction, renovation, improvement, relocation, or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements, the installation and relocation of electrical lines, lighting, and signalization, the construction, renovation, improvement, or rehabilitation of buildings, landscaping of rights-of-way, the acquisition, renovation, and/or demolition of existing structures within the TIF District; the acquisition of land, structures and/or improvements for any of the forgoing purposes; and the construction, renovation, and improvement of other authorized on-site and off-site improvements under the TIF Act, all as described in the TIF Plan (collectively, the "Infrastructure Improvements"). The Infrastructure Improvements may be acquired, constructed or installed within the TIF District or land adjacent to and serving the TIF District. The Developer's Reimbursement Portion shall include architectural and engineering fees, attorneys' fees, TIF Plan preparation fees, TIF bond issuance costs, capitalized interest, and other soft costs relating to the Infrastructure Improvements, all as may be authorized by the TIF Act.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

7. **CITY OBLIGATIONS:** The City shall have the following obligations and responsibilities:

(a) The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk of the City is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

(b) The City shall provide to the County within ten (10) days of the issuance of the TIF Bonds written notification of the issuance of the TIF Bonds, a copy of the amortization schedule of the TIF Bonds, and a summary of the County's participation in the payment of the debt service.

(c) All real or personal property acquired for purposes of the joint undertaking, if any, shall be acquired, leased, or owned by the City and shall be maintained by the City.

(d) Upon the expiration of this Agreement, all interests in any real or personal property acquired for the purpose of the joint undertaking, if any, shall remain with the City.

(e) The City shall send to the County an invoice, no later than sixty (60) days prior to any payment date on the TIF Bonds, stating the amount of the County Share (defined herein) to be paid to the City with such payment to be paid by the County no later than thirty (30) days prior to such payment date.

(f) The City shall provide documentation to the County for any expenditure made with respect to this Agreement.

(g) The City will employ all reasonable efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will affect such procedures with respect to the sale and issuance of the TIF Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

(h) Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plan and this Agreement; and inspection of the Infrastructure Improvements, as defined in the TIF Documents, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using all reasonable efforts and in a timely and expeditious manner; the City will use its best efforts to sell and issue the TIF Bonds, in one or more series, in an aggregate amount not to exceed One Million Dollars ($1,000,000), pursuant to the terms of the Act and on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the TIF Bonds; provided, however, that the TIF Bonds will not be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

(i) Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the TIF Bonds, or other similar debt instruments (collectively, the "Bond Resolution"), the proceeds from the sale of the TIF Bonds, or other similar debt instruments will be delivered to the City or to a financial institution selected by the City for handling and distribution according to the terms of the Bond Resolution and the Act.

(j) Payment of the principal and interest on the TIF Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment, as defined herein below. The City Clerk and the Chancery Clerk of the County shall annually meet, in consultation with the County Tax Assessor, to determine the Tax Increment available from the City and County ad valorem tax revenue for the payment of debt service on the TIF

Bonds. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

i. "City's Tax Increment" shall mean eighty percent (80%) of the incremental increase in the City's general fund ad valorem taxes (both real and personal) generated by the Redevelopment Project within the TIF District and lawfully available to the City under the TIF Act for such pledge.

ii. "County's Tax Increment" shall mean fifty percent (50%) of the incremental increase in the ad valorem tax revenues generated by the County's general fund millage on the real and personal property located within the TIF District and lawfully available to the County under the TIF Act for such pledge.

iii. "Tax Increment" shall mean, together, the City's Tax Increment and the County's Tax Increment.

(k) The principal amount of any series of the TIF Bonds shall be determined by the City and based on that portion of the Tax Increment generated within the TIF District in an amount not to exceed One Million Dollars ($1,000,000) that can be repaid by the City over a term not to exceed fifteen (15) year term using a reasonable marketable interest rate, as determined by the City, with one hundred percent (100%) of the City's Tax Increment, plus one hundred percent (100%) of the County's Tax Increment.

(l) Costs of issuance for the TIF Bonds including, but not limited to, the fees and expenses of the City and bond counsel, will be paid from the proceeds of the TIF Bonds or the Tax Increment as provided in the TIF Documents.

(m) The City shall provide for the timely payment of debt service relating to the TIF Bonds utilizing the lawfully available Tax Increment that is held in the Tax Increment Fund, defined below.

(n) The City shall establish a separate fund entitled the "Tax Increment Fund, Jackson Prado Lofts and Meadowbrook Project" (the 'Tax Increment Fund") to receive the Tax Increment and receive the proceeds of any other financial assistance received in connection with the TIF Plan. Any funds remaining in the Tax Increment Fund after the TIF Bonds are no longer outstanding shall be reimbursed to the City and County based on the proportionate share that each contributed to the Tax Increment Fund for use by the City and the County for any lawful purpose.

8. **COUNTY OBLIGATIONS:** The County shall have the following obligations and responsibilities:

(a) As set forth in the TIF Documents, the County shall pledge the County Share of the Tax Increment as security for the TIF Bonds. The pledge of the County Share shall not be considered a pledge of the full faith and credit of the County. The pledge of

the County Share shall be the sole obligation of the County with respect to the payment of the debt service on the TIF Bonds, and any surplus in County incremental tax increase revenues will be deposited by the County into the County general fund or other appropriate fund for use for any lawful County purposes.

(b) The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of the TIF Bonds, including any refunding of the TIF Bonds.

(c) Upon the receipt of the invoice from the City provided for in Section 7(e) hereof, the County shall provide for the timely payment of the County Share, no later than thirty (30) days prior to the payment date on the TIF Bonds, to the City Clerk, so as to enable the City to make timely payment of debt service relating to the TIF Bonds as set forth herein, the Bond Resolution and any other documents and resolutions approved by the City in connection with the sale and issuance of the TIF Bonds.

9. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City. No such amendment shall in any way effect the security for and the payment of debt service on the TIF Bonds.

10. **EFFECTIVE DATE AND COUNTERPARTS:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County, the City, and the Attorney General of the State as required by Section 17-13-1 of the Interlocal Act and when it has been filed as otherwise provided by the Interlocal Act. This Agreement may be executed by the parties hereto using multiple counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Agreement as of the date first above written.

CITY OF JACKSON, MISSISSIPPI

By:_____
Name: John Horhn
Title: Mayor

ATTEST:

By:_____
Name: Angela Harris
Title: City Clerk

(SEAL)

[Signature Page to Interlocal Cooperation Agreement by and between the City of Jackson, Mississippi and Hinds County, Mississippi]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Agreement as of the date first above written.

HINDS COUNTY, MISSISSIPPI

By: Robert Graham
Name: Robert Graham
Title: President, Board of Supervisors

ATTEST:

By: Eddie Jean Carr
Name: Eddie Jean Carr
Title: Chancery Clerk

(SEAL)

[Signature Page to Interlocal Cooperation Agreement by and between the City of Jackson, Mississippi and Hinds County, Mississippi]

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There came on for consideration by the Board of Supervisors (the "Governing Body") of Hinds County, Mississippi (the "County"), the matter of the Interlocal Cooperation Agreement by and between the County and the City of Jackson, Mississippi (the "City"), and a resolution regarding such Interlocal Cooperation Agreement. After a full consideration of the matter, Supervisor Tony Smith offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI, AND THE CITY OF JACKSON, MISSISSIPPI, PURSUANT TO SECTIONS 21-45-1 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED, AND SECTIONS 17-13-1 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND FUNDING OF INFRASTRUCTURE IMPROVEMENTS RELATED TO THE TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body of the County, acting for and on behalf of the County hereby finds, determines, adjudicates and declares as follows:

1. Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), either separately or jointly through Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act" and together with the TIF Act, the "Act"), authorize 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 the TIF Act.

2. On September 9, 2025, the Mayor and City Council of the City approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook, City of Jackson, Hinds County, Mississippi, August 2025* (the "City TIF Plan"), and on November 3, 2025, the Governing Body of the County approved and adopted the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook, City of Jackson, Hinds County, Mississippi, August 2025* (the "County TIF Plan" and together with the City TIF Plan, the "TIF Plan"), which TIF Plan provides for the issuance of not to exceed the principal amount of $1,000,000 tax increment financing revenue bonds of the City in one or more series, for a term not to exceed fifteen (15) years (the "Bonds") to fund certain infrastructure improvements or other authorized improvements described in the TIF Plan (the "Infrastructure Improvements").

3. The TIF Plan establishes a tax increment financing district within which P Lofts Development SPE LLC, a Mississippi limited liability company (the "Developer") has agreed to construct or cause to be constructed a mixed-use luxury apartment complex and ancillary facilities (the "Project"), and provides for the joint and mutual pledge and division of a portion of the incremental increases in real and personal property ad valorem tax revenues generated by the Project within the TIF District (as defined in the TIF Plan) as security for the Bonds.

4. The County and the City, in accordance with the TIF Plan and the Act, desire to enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement"), in order to, among other things, provide for joint participation in the installation, construction, operation, maintenance and financing of the Infrastructure Improvements.

5. Pursuant to the Interlocal Agreement, the County and the City shall contract with each other for the joint and cooperative action relating to the financing for the construction of the Infrastructure Improvements and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the TIF Plan and in accordance with the Act, with the City's and the County's total responsibility being limited to those amounts as set forth in the Interlocal Agreement.

6. The Interlocal Agreement is necessary to facilitate implementation of the TIF Plan and will further the public interest and convenience of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. That the Governing Body of the County does hereby approve and adopt in substantial form the Interlocal Agreement attached hereto as Exhibit A, and does hereby authorize the President of the Board of Supervisors and the Chancery Clerk to execute and deliver the Interlocal Agreement in substantially the same form as is attached hereto, for and on behalf of the County, with such changes, additions, deletions and modifications as shall be approved by the officers of the County executing same, their execution thereon signifying their approval of such changes, additions, deletions and modifications.

SECTION 2. That the Interlocal Agreement is subject to the approval and adoption by the Mayor and City Council of the City, and prior to and as a condition precedent to its entry into force, it must be submitted to the Attorney General of the State of Mississippi (the "State") who shall determine whether the Interlocal Agreement is in proper form and compatible with the laws of the State.

SECTION 3. That all orders, resolutions, or proceedings of this Governing Body in conflict with the provisions of this Resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. That for cause, this Resolution shall become effective immediately upon the adoption thereof.

[Remainder of Page Intentionally Left Blank]

Supervisor Wanda Evers seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Supervisor Robert Graham	voted: aye
Supervisor Tony Smith	voted: aye
Supervisor Deborah Butler-Dixon	voted: aye
Supervisor Wanda Evers	voted: aye
Supervisor Bobby McGowan	voted: aye

The motion having received the affirmative vote of all of the members of the Board present, being a quorum of said Board, the President declared the motion carried and the resolution adopted this 3rd day of November 2025.

HINDS COUNTY, MISSISSIPPI

Robert Graham
President of the Board of Supervisors 2128

ATTEST:

Eddie Jean Carr
Clerk of the Board of Supervisors

(SEAL)

EXHIBIT A

FORM OF INTERLOCAL COOPERATION AGREEMENT

3

The Clerk reported that pursuant to a resolution of the Board of Supervisors (the "Governing Body") of Hinds County, Mississippi (the "County"), calling for a hearing to be held at 9:00 o'clock a.m. on November 3, 2025, with respect to the *Tax Increment Financing Plan, Prado Lofts at Meadowbrook Project, City of Jackson, Hinds County, Mississippi, August 2025* (the "TIF Plan"), he did cause such notice of the public hearing to be published in *The Jackson Advocate*, a newspaper having a general circulation in the County on October 16, 2025, as evidenced by the proof of publication on file in the office of the Clerk. The President then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Supervisor Tony Smith offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE "TAX INCREMENT FINANCING PLAN, PRADO LOFTS AT MEADOWBROOK PROJECT, CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI, AUGUST 2025."

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body, on October 6, 2025, did adopt a certain resolution entitled:

"RESOLUTION OF THE BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE COUNTY 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 PRADO LOFTS AT MEADOWBROOK PROJECT 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, AND FOR RELATED PURPOSES.."

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Jackson Advocate*, a newspaper having a general circulation within the County, and was so published in said newspaper on October 16, 2025, a date not less than ten (10) days nor more than twenty (20) days prior to said hearing date as required by the TIF Act, as evidenced by the publisher's proof of publication of the same attached hereto as Exhibit A, presented to the Governing Body and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body in the Board Meeting Room in the Chancery Courthouse, located at 316 South President Street, Jackson, Mississippi, at 9:00 o'clock a.m. on the 3rd day of November 2025 in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 o'clock a.m. on Monday, November 3, 2025, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

Supervisor Wanda Evers seconded the motion to adopt the foregoing resolution and the same being put to a roll call vote, the result was as follows:

Supervisor Robert Graham	voted: aye
Supervisor Tony Smith	voted: aye
Supervisor Deborah Butler-Dixon	voted: aye
Supervisor Wanda Evers	voted: aye
Supervisor Bobby McGowan	voted: aye

The motion having received the affirmative vote of all of the members of the Board present, being a quorum of said Board, the President declared the motion carried and the resolution adopted this 3rd day of November 2025.

HINDS COUNTY, MISSISSIPPI

Robert Graham
President of the Board of Supervisors

ATTEST:

Eddie Jean Carr
Clerk of the Board of Supervisors

(SEAL)

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF HEARING

EXHIBIT B

TIF PLAN

COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION ONE. That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO. That the Governing Body of the County is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan, attached hereto as Exhibit B, and do hereby adopt and approve such TIF Plan as presented in order to assist in the development of the proposed Project (as defined in the TIF Plan) and may participate jointly with the City of Jackson, Mississippi (the "City"), in the City's issuance of tax increment financing bonds or notes in one or more series in an amount not to exceed One Million Dollars ($1,000,000) (the "Bonds") to finance the cost of various improvements in connection with the TIF Plan.

SECTION THREE. That the Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the County and of the City.

SECTION FOUR. That all orders, resolutions, or proceedings of this Governing Body in conflict with the provisions of this Resolution shall be and are hereby repealed, rescinded, and set aside, but only to the extent of such conflict, if any.

SECTION FIVE. That for cause, this Resolution shall become effective immediately upon the adoption thereof.

[Remainder of Page Intentionally Left Blank]

45

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, SUPPORTING THE USE OF ADVERTISEMENTS ON THE EXTERIOR AND INTERIOR OF JATRAN (JTRAN) TRANSPORTATION SERVICE

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the use of advertisements by businesses on the exterior and interior of Jatran (JTRAN) Transportation Service can be beneficial to all entities: the City of Jackson, the businesses, the general public and Jatran (JTRAN) Transportation Service; and

WHEREAS, the City of Jackson's budget could indeed welcome a monetary boost; and

WHEREAS, advertising in such a manner can positively impact the revenue of the City of Jackson; and

WHEREAS, the revenue from advertisements on the exterior and interior of JaTran (JTRAN) buses will be divided among the Jackson Police Department, Jackson Fire Department and JaTran (JTRAN) Transportation Service.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, supports the advertisements by businesses on the exterior and interior of JaTran (JTRAN) buses.

DONE this the 27th day of January, 2026.

Agenda Item: 45
January 27, 2026
BY: Stokes

46

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, HIRING ATTORNEY DESHUN T. MARTIN, AND MARTIN AND MARTIN, PA, ATTORNEYS & COUNSELORS AS INDEPENDENT SPECIAL COUNSEL FOR AND TO THE CITY COUNCIL OF JACKSON, MISSISSIPPI.

WHEREAS, the City of Jackson, Mississippi, is under a Federal Consent Decree entered into by City Legal, regarding the City's Water and Sewage Department and Infrastructure (currently known as "Jackson Water"); and

WHEREAS, the City of Jackson, Mississippi, has had many, many multiple instances of its residents complaining and indeed challenging Jackson Water for: unmerited and unwarranted water disruption, inaccurate bills, broken meters, and other problems; and

WHEREAS, Jackson Water must have and be accountable to the Citizens of the City of Jackson, Mississippi; and

WHEREAS, there evinces a direct and specific conflict between the office of the Mayor for the City of Jackson, Mississippi, and the Council of the City of Jackson, Mississippi; and

WHEREAS, the governing authorities of the City of Jackson have determined that the law firm Martin and Martin PA is highly experienced with the subject matter involved in this conflict, and possesses the necessary expertise to provide legal services.

IT IS THEREFORE ORDERED that the firm of Martin and Martin PA, is retained as the independent legal conflicts counsel of the City of Jackson based upon the skill and experience of the assigned counsel for the task of providing required services to assist in conflict resolution.

IT IS FURTHER ORDERED that Attorney Deshun T. Martin's fees are set at a rate of $365.00 per hour for litigating this case, and this action is an Instant Action for Nuisance against Jackson Water due to inadequate service delivery to the residents of the City of Jackson, Mississippi.

Done this the _____ day of January, 2026.

Agenda Item No. 46
January 27, 2026
(STOKES)