BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on January 14, 2025, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5 (via teleconference) and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, 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 Lindsay.**

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The invocation was offered by **Pastor Landford Porter, Apostolic Restoration Ministries, Ward 6.**

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

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The following announcements were provided to open the meeting:

- **Council Member Hartley** announced the following:
    - Thanked the Council for their support at the Mississippi Black Caucus of Local Elected Officials' Mid-Winter Conference.

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Note: Council Member Stokes and **Vice President Grizzell** joined the meeting.

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

The following individuals provided public comments during the meeting:

- **Joe Weston** expressed concerns regarding rebuilding the City of Jackson.
- **Lawrence Campbell, Sr.** expressed concerns regarding Outreach Ministries.
- **Martin Todd Allen** expressed concerns regarding Encampment/Homelessness.
- **Charles "Smartypants" King, Jr.** expressed concerns regarding traffic lights.
- **Zach Servis** expressed concerns regarding pay increases for council, website and evening City Council meetings.
- **Mr. Gates** expressed concerns regarding riding JTRAN.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO

MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-104 LOCATED AT 3535 MOSLEY AVE – PARCEL #425-545– $5,500.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, And agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3535 Mosley Avenue Parcel 425-545 for the sum of $5,500.00; and

WHEREAS, Socrates Garrett Enterprises INC. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3535 Mosley Avenue Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #425-545 bearing the physical address of 3535 Mosely Ave legally described as LOT 545 COTTAGE GROVE SUBN for Case #CE-22-104

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-22-104

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC
7659 Livingston Rd
Jackson MS, 39213

LOCATION: 3535 Mosley Ave

MAP / PARCEL: 425-545

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1787 LOCATED AT 5077 SUNNYVALE DR #566-67 $6,894.00.

WHEREAS, on August 29, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on June 6, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 5077 Sunnyvale Dr. Parcel 566-67 for the sum of $6,894.00; 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 - 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 $6,894.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 5077 Sunnyvale Dr. Jackson, MS 39211, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $6,894.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #566-67 bearing the physical address of 5077 Sunnyvale Dr legally described as LOT 13 BROOKSIDE PL. PT 8 for Case #CE-22-1787

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-22-1787

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC
2659 Livingston Rd.
Jackson MS. 39213

LOCATION: 5077 Sunnyvale Dr

MAP / PARCEL: 566-67

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $6,824.80

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-736 LOCATED AT 546 FREDRICA AVE – PARCEL #129-170– $6,177.50.

WHEREAS, on June 28, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on March 26, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 546 Fredrica Avenue Parcel 129-170 for the sum of $6,177.50; 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 - 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 $6,177.50.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed.

The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:
The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - 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;
   1. 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
   2. 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 546 Fredrica Avenue 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 $6,177.50 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #129-170 bearing the physical address of 546 Fredrica Ave legally described as LOT 20 ELON PLACE PT C for Case #CE-23-736:

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-23-736

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC
2659 Livingston Rd.
Jackson MS. 39213

LOCATION: 546 Fredrica Ave

MAP / PARCEL: 129-170

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

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $6,177.50

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-104 LOCATED AT 3535 MOSLEY AVE – PARCEL #425-545– $5,500.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, And agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3535 Mosley Avenue Parcel 425-545 for the sum of $5,500.00; and

WHEREAS, Socrates Garrett Enterprises INC. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3535 Mosley Avenue Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #425-545 bearing the physical address of 3535 Mosely Ave legally described as LOT 545 COTTAGE GROVE SUBN for Case #CE-22-104

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 5, 2024

CASE NO: CE-22-104

CONTRACTOR: Socrates Garner
Socrates Garner Enterprises INC
3632 Livingston Rd
Jackson MS, 39213

LOCATION: 3535 Mosley Ave

MAP / PARCEL: 425-545

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

****

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-695 LOCATED AT 274 MASON BLVD PARCEL #611-50 -$3,465.00.

WHEREAS, on August 13, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on July 9 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 274 Mason Blvd. Parcel 611-50 for the sum of $3,465.00; 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 - 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 $3,465.00.

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	Socrates Garrett Enterprises, Inc.

Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Socrates Garrett 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises INC. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 274 Mason St. 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 $3,465.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #611-50 bearing the physical address of 274 Mason Blvd legally described as LOT 3 BLK CRESTON HILLS SUBN for Case #CE-24-695

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-24-695

CONTRACTOR: Soctapes Garrett
Soctapes Garrett Enterprises INC
2639 Livingston Rd
Jackson MS. 39213

LOCATION: 274 Mason Blvd

MAP / PARCEL: 611-50

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 RACEIPT (IF APPLICABLE)		CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $3,465.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1235 LOCATED AT 3533 W. NORTHSIDE DR.– PARCEL #732-632– $10,200.00.

WHEREAS, on August 29, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on June 6, 2023; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3533 W Northside Dr. Parcel No. 732-632 for the sum of $10,200.00; 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 - 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 $10,200.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 3533 W Northside Dr 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 $10,200.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #732-632 bearing the physical address of 3533 Northside DR legally described as LOT 32 NORTHWEST HILLS PT 1 LESS 5 FT N/S TO CITY FOR ST for Case #CE-22-1235:

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 5, 2024

CASE NO: CE-22-1235

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC
2659 Livingston Rd.
Jackson MS 39213

LOCATION: 3533 Northside DR

MAP / PARCEL: 732-632

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: _____

CAD: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $10,200.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-279 LOCATED AT 235 DECELLE ST. PARCEL #56-22-13-$7,000.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 235 Decelle St Parcel 56-22-13 for the sum of $7,000.00; 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 - 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 $7,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 235 Decelle 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 $7,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #56-22-13 bearing the physical address of 235 Decelle ST legally described as LOT 15 BLK 1 INDUSTRIAL HGTS N J for Case #CE-23-279:

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-23-279

CONTRACTOR: Seymon Garrett
Seymon Garrett Enterprises INC.
2659 Livingston Rd.
Jackson MS, 39213

LOCATION: 235 Decelle ST

MAP / PARCEL: 56-22-13

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: $7,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-750 LOCATED AT 2703 GLENN ST– PARCEL #209-157– $6,000.00.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on April 23, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 2703 Glenn St. Parcel 209-157 for the sum of $6,000.00; 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 - 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 $6,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement

weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 2703 Glenn St. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $6,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #209-157 bearing the physical address of 2703 Glenn ST legally described as LOT 10 BLK 3 MEADOW WLANE SUB for Case #CE-24-750

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-24-750

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2652 Livingston Rd.
Jackson MS, 39213

LOCATION: 2703 Glenn ST

MAP / PARCEL: 209-157

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: ISSUED BY:

CONTRACTOR OR REPRESENTATIVE SIGNATURE

DATE RETURNED: RECIEVED BY:

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

NTP AUTHORIZED BY: DATE:

INSPECTED BY: DATE:

CAO: DATE:

PAYMENT AUTHORIZED BY: DATE:

QUOTE PRICE: $6,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 19, 2024 FOR THE FOLLOWING CASES:

24-473	24-1174	24-1757	24-1520	24-382	22-2415	24-753
23-2521	24-1788	24-1995	24-2091	24-972	24-1690	23-2671
24-1926	24-1895	24-2056	24-1747	24-605	24-1714	23-837
24-1901	24-1183	24-1755	24-1996	24-777	24-3	23-1684
24-1905	24-1504	24-1889	24-1938	24-778	24-108	23-866
24-1194	24-1679	24-1963	24-921	24-971	24-437	23-718
23-1527	24-1736					

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

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

WHEREAS, hearings were held on November 19, 2024; and

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

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

1) **Case #24-473: Parcel #9-210-1** located at 1746 Myrtle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

   Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

2) **Case #23-2521: Parcel 606-141** located at 2816 Kingswood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

   Scope of Work: 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.

3) **Case #24-1926: Parcel #114-38** located at 2008 Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

4) **Case #24-1901: Parcel #135-4** located at 1103 West Capitol St.: After hearing testimony from Ashley Avery, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Ashely Avery shall be afforded ten (10) days until November 29, 2024 to enter into a repair agreement and ninety (90) days until February 27, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

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

5) **Case #24-1905: Parcel #110-77** located at 1130 West Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

   Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

6) **Case #24-1194: Parcel #119-487** located at 176 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

7) **Case #24-1174: Parcel #129-131-2** located at 410 Valley St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

8) **Case #24-1788: Parcel #213-194-1** located at 2032 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

9) **Case $24-1895: Parcel #124-36** located at 2311 Wast Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

10) **Case #24-1183: Parcel #517-228** located at 431 Benning Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

11) **Case #24-1504: Parcel #306-197** located at 4202 Pyle Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

12) **Case #24-1679: Parcel #129-110** located at 509 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

13) **Case #24-1757: Parcel #436-28** located at 4525 Meadowhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 1

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

14) **Case #24-1995: Parcel #212-232** located at 1855 Shamrock Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

15) **Case #24-2056: Parcel #629-33** located at 703 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

16) **Case #24-1755: Parcel #126-143** located at 339 Valley St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

17) **Case #24-1889: Parcel #119-374** located 4035 Capitol St: After hearing testimony from Andrew Robert L & Linda, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Andrew Robert L & Linda, shall be afforded forty-five (45) days until January 25, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

18) **Case #24-1963: Parcel #171-6** located at 602 Winter St.: After hearing testimony from Crawford Anthony & Dantzler Cynthia, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Crawford Anthony & Dantzler Cynthia, shall be afforded fourteen (14) days until November 29, 2024 to enter into a repair agreement and ninety (90) days until March 3, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 7

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

19) **Case #24-1520: Parcel #56-74-13** located at 203 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7.

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

20) **Case #24-2091: Parcel #626-244** located at 3455 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6.

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

21) **Case #24-1747: Parcel #527-572** located at 845 Berwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 2

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

22) **Case #24-1996: Parcel #522-514** located 4414 Azalea Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 2

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

23) **Case #24-1938: Parcel #122-9** located at 3021 Capitol St.: After hearing testimony from Cooley Melvin, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Cooley Melvin, shall be afforded three (3) weeks until December 10, 2024, to cure the violations by completing the scope of work. If there is

default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 2

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

24) **Case #24-921: Parcel #855-143** located at 1475 Lakeview Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

Scope of Work: 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.

25) **Case # 24-382: Parcel #119-466** located at 151 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

26) **Case #24-972: Parcel #860-285** located at 4418 Terry Rd. Apt. 26.: After hearing testimony from JPG Holdings LLC, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, JPG Holdings LLC, shall be afforded sixty (60) days until January 28, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $1,000.00. Ward 7

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

27) **Case #24-605: Parcel #626-222** located at 3464 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

28) **Case #24-777: Parcel #208-121** located at 418 Cummins St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

29) **Case #24-778: Parcel #208-100** located at 417 Cummins St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

30) **Case #24-971: Parcel #872-120** located at 4492 Terry Rd Unit 94: After hearing testimony from Ono Properties, officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Ono Properties, shall be afforded sixty (60) days until January 28, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $1,000.00. Ward 7

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

31) **Case #22-2415: Parcel #606-11** located at 125 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

32) **Case #24-1690: Parcel #855-48** located at 3932 Ronald Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

33) **Case #24-1714: Parcel #635-534** located at 1740 Waycona Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

34) **Case# 24-3: Parcel #211-249** located at 911 Combs St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

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

35) **Case #24-108: Parcel #211-343** located at 924 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

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

36) **Case #24-437: Parcel #611-228** located at 3513 Lee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

37) **Case #24-753: Parcel #98-180-1** located at 1500 Bailey Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

38) **Case #23-2671: Parcel #76-10** locate at 735 N. Farish St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: 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.

39) **Case #23-837: Parcel #404-3** located at 0 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

40) **Case #23-1684: Parcel #615-82** located at 1055 Harris Dale Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,200.00. Ward 6

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

41) **Case #23-866: Parcel #106-13-10** located at 1821 Martin Luther King Jr Dr. Unit 23: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

42) **Case #23-718: Parcel #302-4** located at 1075 Pecan Park Cr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

43) **Case #23-1527: Parcel #824-109** located at 4343 Robinson Rd.: After hearing testimony from Sammy Asemotas, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Sammy Asemotas, shall be afforded sixty (60) days until January 18, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

44) **Case #24-1736: Parcel #105-196** located at 1075 Maderia Ave.: After hearing testimony from Farris Grisler, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Farris Grisler, shall be afforded sixty (60) days until January 18, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

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

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

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

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

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

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED

SECTION 21-19-11 FOR CASE #CE-22-2373 LOCATED AT 1769 UNIVERSITY BLVD– PARCEL #166-2-5 – $150,000.00.

WHEREAS, the State of Mississippi received 1769 University Blvd due to delinquent taxes; and

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

WHEREAS, on October 29, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the structure on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-2373 located at 1769 University Blvd parcel #166-2-5 in Ward 5 of the City of Jackson; 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; and

WHEREAS, based on stated requirements, R&C Services, LLC submitted the best bid and through its representative, Raymond Granderson agreed to demolish structure, foundation, steps, Leaving slab and parking lot intact, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcel 166-2-5 listed in the bid package titled 1769 University Blvd for the sum of 150,000.00; and

WHEREAS, R&C Services, LLC has a principal office address of 987 Gore Road Jackson, MS 39212, and is in good standing to do business in this state, according to the information appearing 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 $150,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	R&C Services, LLC **Raymond Granderson** 987 Gord Rd 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 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.

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 R&C Services, LLC to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1769 University Blvd 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 $150,000.00 shall be paid to R&C Services, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #166-2-5 bearing the physical address of 1769 University Blvd legally described as BEG 529.8 FT W INT S/L HWY 80 &W/L TERRY RD W 1014 FT SLY 400 FT NELY 498.05 FT S 193.05 FT SELY 200 FT S 73.1 FT NELY 26 FT SELY 271.7 FT NELY 120 FT WLY 60 FT NLY 155 FT WLY 119.85 FT NLY 352.26 FT TO POB IN SE 1/4 SE 1/4 SEC 8 & SW 1/4 SW 1/4 SEC 9 T5 R1E for Case #22-2373 :

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

EXHIBIT B

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 13, 2024
CASE NO: CE-22-1845
CONTRACTOR: RAYSONS GRANDESIGN'S
R&C SERVICES, LLC
987 GUISE ROAD
JACKSON, MS 39213

LOCATION: 1769 UNIVERSITY BLVD
MAP / PARCEL: 166-2-3

SCOPE OF WORK: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items in former property in clear and free of any and all health hazards. Cut grass and weeds.

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: $190,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-829 LOCATED AT 1434 W HIGHWAY 80 UNIT 40– PARCEL #167-25 – $190,000.00.

WHEREAS, the State of Mississippi received 1434 Highway 80 due to delinquent taxes; and

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

WHEREAS, on April 5, 2023, 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 structure on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-829 located at 1434 W. Highway 80 Unit 40, Parcel #167-25 in Ward 5 of the City of Jackson; 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; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid that was in compliance with the EBO requirements and through its representative, Socrates Garrett agreed to demolish structure, foundation, steps, leaving slab and parking lot intact, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean

curbside to remedy conditions constituting a menace to public health and welfare for parcel 167-25 listed in the bid package titled 1434 W. Highway (Gipson Grocery), Unit 40 for the sum of 190,000.00; and

WHEREAS, Socrates Garrett Enterprises Inc. principal office address is 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 - 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 $190,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:
Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is

not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - 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, ORDEREDthat the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1434 W. Highway 80 Unit 40 Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare,, 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 $190,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 167-25 bearing the physical address of 1434 W HIGHWAY UNIT 40, legally described as BEG AT NE COR HIWAY 80 & HARRISON AVE EXTENDED N 306.16 FT E 284.5 FT SW 334.1 FT NW 250.6 FT TO BEG IN NW 1/4 SW 1/4 SEC 9 5 1E FOR Case # CE-22-829

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

EXHIBIT B

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 13, 2024
CASE NO: CE-22-829
CONTRACTOR: SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC
2659 LIVINGSTON RD
JACKSON, MS 39213

LOCATION: 1434 HIGHWAY 80
MAP / PARCEL: 167-25
SCOPE OF WORK: Demolish and remove remains of the 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 and weeds.

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

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

QUOTE PRICE: $190,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-583 LOCATED AT 220 WILLIAM MCKINLEY CIR. PARCEL #802-407-$4,500.00.

WHEREAS, on September 10, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 6, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 220 William McKinley Cir. Parcel 802-407 for the sum of $4,500.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $4,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 220 William McKinley Cir. 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 $4,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #802-407 bearing the physical address of 220 William McKinley legally described as LOT 607 PRESIDENTIAL HILLS PT 6 for Case #CE-22-583

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-22-583

CONTRACTOR: Georgia Garrett
Georgia Garrett Enterprises INC
2639 Livingston Rd
Jackson MS 39213

LOCATION: 220 William McKinley

MAP / PARCEL: 802-407

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $4,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.
Abstention – Stokes.
Absent – None.

****

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2194 LOCATED AT 1309 MARIA DR– PARCEL #633-184 – $5,500.00.

WHEREAS, the State of Mississippi received 1309 Maria Dr. 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 November 4, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2194 located at 1309 Maria Dr. parcel #633-184 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, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid, through Socrates Garrett, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, remove trash and debris, and perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1309 Maria Dr for the sum of $5,500; 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 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part

hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1309 Maria 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 $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 633-184 bearing the physical address of 1309 Maria Dr. legally described as LOT 35 WESTGATE PARK SUBN MATURED FOR 2016 TAXES for Case # CE-24-2194:

Demolish and remove remains of dilapidated structure removing foundation; Cut grass, weeds, shrubbery, fence line, bushes, and saplings: remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tree limbs, tires; and clean curbside.

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-24-2194

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

LOCATION: 1309 Maria DR

MAP / PARCEL: 633-184

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

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

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON DECEMBER 17, 2024 FOR THE FOLLOWING CASES:

24-714	22-1711	24-304	24-2227	24-2211	24-2240	24-2193	24-2129
24-2113	24-1308	24-2284	24-2223	24-2220	24-875	24-2197	24-2109
24-2112	24-2187	24-2289	24-2215	24-2074	24-2243	24-1911	24-1171
23-1507	24-294	23-1390	24-2214	24-2092	22-2242	24-1618	24-2134
23-122	24-2122	24-1994	24-2218	24-2095	24-2189	24-2136	24-1158
22-210	23-2775						

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

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

WHEREAS, hearings were held on December 17, 2024; and

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

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

1) **Case #24-714: Parcel #405-204-1** located at 1007 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

2) **Case #24-2113: Parcel 405-211** located at 1033 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

3) **Case #24-2112: Parcel #405-210** located at 1029 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

4) **Case #23-1507: Parcel #51-28** located at 506 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

5) **Case #23-122: Parcel #96-90** located at 525 Derrick St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

6) **Case #22-1711: Parcel #96-12** located at 418 Derrick St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

7) **Case #24-1308: Parcel #163-188** located at 1426 Dansby St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

8) **Case #24-2187: Parcel #208-40** located at 338 Colonial Dr.: After hearing testimony from Corey Pembroke, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Corey Pembroke, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

9) **Case #24-294: Parcel #116-90** located at 147 Louisiana Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

10) **Case #24-2122: Parcel #119-327** located at 604 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

11) **Case #24-304: Parcel #119-326** located at 612 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

12) **Case #24-2284: Parcel #119-462** located at 129 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

13) **Case #24-2289: Parcel #119-443** located at 204 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

14) **Case #23-1390: Parcel #309-222** located at 220 Broadview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Remove trash and debris.

15) **Case #24-1994: Parcel #97-258** located at 336 Idlewild St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

16) **Case #24-2227: Parcel #709-317** located at 130 Holmes Ct.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

17) **Case #24-2223: Parcel #629-55** located 712 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

18) **Case #24-2215: Parcel #125-47** located at 163 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

19) **Case #24-2214: Parcel #125-63** located at 198 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

20) **Case #24-2218: Parcel #125-41** located at 146 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,000.00. Ward 5

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

21) **Case #24-2211: Parcel #126-37** located at 310 Wacaster Ave.: After hearing testimony from Rekila Broan, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Rekila Broan, shall be afforded two (2) weeks until December 31, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

22) **Case #24-2220: Parcel #125-58** located 140 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

23) **Case #24-2074: Parcel #157-59** located at 1619 Central St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove trash and debris.

24) **Case #24-2092: Parcel #164-66** located at 1311 Fairmont Ave.: After hearing testimony from Kemsye M. Jiles, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Kemsye M. Jiles, shall be afforded thirty (30) days until January 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

25) **Case #24-2095: Parcel #164-76** located at 1326 Fairmont Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

26) **Case #24-2240: Parcel #116-134** located at 130 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

27) **Case #24-875**: **Parcel #116-138** located at 140 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

28) **Case 24-2243: Parcel #116-159** located at 222 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

29) **Case 24-2242: Parcel #116-113-1** located at 136 Lynn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

30) **Case 24-2189: Parcel #119-186**: located at 115 Owsley St.: After hearing testimony from Kennedy Watson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Kennedy Watson, shall be afforded thirty (30) days until January 16, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

31) **Case 24-2193: Parcel #119-234** located at 408 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris

32) **Case 24-2197: Parcel #433-164** located at 432 Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 2

Scope of Work: Remove trash and debris

33) **Case 24-1911: Parcel #119-445** located at 174 Road of Remembrance.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: 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 sapling as needed.

34) **Case 24-1618: Parcel #306-175** located at 303 Nimitz St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: 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 sapling as needed.

35) **Case 24-2136: Parcel #820-385** located at 1317 Reddix St.: After hearing testimony from Thomas Erica D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Erica Thomas, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

36) **Case 24-2129: Parcel #820-52** located at 1634 Reddix St.: After hearing testimony from Florence Kris T, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Florence Kris T, shall be afforded four (4) months until April 14, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

37) **Case 24-2109: Parcel #825-69** located at 1733 Reddix St.: After hearing testimony from Johnson Ricky D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Johnson Ricky D, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

38) **Case 24-1171: Parcel #820-412** located at 1320 Reddix St.: After hearing testimony from Dennis Stephen, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Dennis Stephen, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

39) **Case 24-2134: Parcel #820-460** located at 1420 Reddix St.: After hearing testimony from Thomas Erica D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Thomas Erica D, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

40) **Case 24-1158: Parcel #150-11** located at 429 Rose St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

any and all health hazards. Cut grass, weeds, shrubbery, fence line, bushes, and sapling as needed.

41) **Case 22-210: Parcel #209-15** located at 2749 Terry Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

42) **Case 23-2775: Parcel #207-143** located at 224 Kimbrough Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Board up and /or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and sapling as needed. Remove trash and debris.

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

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

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

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

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

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APPROVAL OF THE DECMEBER 9, 2024 SPECIAL CITY COUNCIL PLANNING MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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APPROVAL OF THE DECMEBER 10, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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APPROVAL OF THE DECMEBER 12, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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APPROVAL OF THE DECMEBER 16, 2024 REGULAR ZONING COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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APPROVAL OF THE DECMEBER 17, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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President Lindsay requested that Agenda Items No. 57 and 72 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 2 TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH INTEGRATED MANAGEMENT SERVICES, INC. FOR THE INFRASTRUCTURE MODERNIZATION PROGRAM.

WHEREAS, the City Council authorized the 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 City Council also authorized the Mayor to execute Task Order No. 1 under the agreement for 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, Integrated Management Services, Inc. has completed Task Order No. 1 and has presented Task Order No. 2 to the Department of Public Works for review and presentation to the governing authorities for their approval; and

WHEREAS, Taks Order No. 2 proposes to provide design engineering, advertising and bidding, and construction engineering and inspection for set of projects; and

WHEREAS, the City's responsibilities under Task Order No. 2 will be to designate a person to act as the point of contact on behalf of the Owner with respect to the management of the Engineering Agreement; and

WHEREAS, the City will also be responsible for cooperating with and assisting Integrated Management Services, Inc. in implementing the task order as needed and requested by Integrated Management Services, Inc.; and

WHEREAS, Integrated Management Services, Inc. will perform the following described work under Task Order No. 2:

Project Implementation: IMS Shall develop plans and specifications to make improvements to the following based on Phase 1 Initial Assessment:

Item	Project Group Description
1	**Creek Clearing & Grubbing**
2	**Bridge Clearing**
3	**Road Resurfacing**
4	**Miscellaneous Repairs** (Pipe Culvert Replacement, Inlet Repairs, Culvert Cleaning, Storm Drain Pipe Replacement, etc.)

In an effort to expedite projects, Multiple Construction Contracts will be prepared for construction to be performed in multiple areas throughout the City. We are projecting to issue four contracts consisting of plans and specifications for each of the project groups listed below. During the design development phase, IMS will coordinate with the City to make adjustments to the contracts accordingly. The City will provide IMS with frontend documents and general conditions for each contract.

Project Group	Description
1	Creek Clearing & Grubbing
2	Bridge Clearing
3	Road Resurfacing
4	Miscellaneous Repairs
	Total Contracts

WHEREAS, listed below are of the areas identified for improvements by Ward for the Project Groups above:

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1. Creek Clearing & Grubbing				
Creek Name	Begin Termini	End Termini	Ward	Length (LF)
White Oak Creek	Reconstruction of 500 L.F.		1	500
Tributary	Northtown Dr.	North Drive	1	3600
Tributary	Beasley Road	Jasmine Court	2	1300
Small Creek	Woodson Ct	Woodson Drive	2	750
Woodhaven Tributary	Woodhill Road	Beasley Road	2	3900
Lynch Creek Tributary	John Hopkins Road	Lynch Creek	2	4100

Lynch Creek Tributary	Queen Christina Lane	Flag Chapel Road	2	4100
Eubanks Creeks Tributary	State Street	Eubank Creek	2	3400
Haning Moss Creek	Kirkley Drive	Hanging Moss Road	2	3000
Tributary 2	Northwoood Village Apartments	Cathedral AME Church	3	5200
Tributary	Northside Drive	Medgar Evers Blvd	4	3000
Tributary	Officer Thomas Catchings	St. Charles Street	4	2700
Ditch Cleaning	Officer Thomas Catchings	Jayne Avenue	4	1600
Big Creek	Overlook Place	Raymond Road	4	1500
Ditch Cleaning	Richmond Circle	Tributary	4	125
Tributary	Greenmont Drive	Greenmont Drive	4	3500
Lynch Creek	Mt. Vernon Avenue	Jayne Avenue	4	3100
Valley Street Tributary	Okkes Used Auto Sales	Valley Street	5	2900
Lynch Creek	John R. Lynch Street	Willington Road	5	11000
Lynch Creek	Jayne Avenue	St. Charles Street	5	1200
Cany Creek	McDowell Road	Cooper Road	6	8000
Cany Creek Tributary	Forest Hill Road	Cany Creek	6	5500
Cany Creek Tributary	The Park at St. Andrew	The Park at St. Andrew	6	1500
Hardy Creek	Woodbine Street	Terry Road	6	2400
Trahon Creek	Twin Oaks Dr	Terry Road	6	2800
Trahon Creek	McCluer Road	1800 LF South East	6	1800
Eubanks Creeks	Northwest Street	I-55	7	9000
Tributary	E. Santa Clara St.	Shiloh Drive	7	400
Bellhaven Tributary	Riverside Drive	Laurel Street	7	1400
Caney Creek Tributary	E Leavell Wood Dr.	Caney Creek	7	6000

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
1	SA2500000000211	WHITE OAK CREEK	RIDGEWOOD RD	1
2	SA2500000000212	WHITE OAK CREEK	ADKINS DRIVE	1
3	SA2500000000214	HANGING MOSS CREEK	RIDGEWOOD RD	1
4	SA2500000000215	HANGING MOSS CREEK	OLD CANTON RD	1
5	SA2500000000273	LARGE STREAM	ST ANDREWS	1
6	SA2500000000274	LARGE DITCH	BRAE BURN	1
7	SA2500000000276	PURPLE CREEK	PLANTATION BLVD.	1
8	SA2500000000277	PURPLE CR	WOODFIELD	1
9	SA2500000000278	PURPLE CREEK	E COUNTY LINE RD	1
10	SA2500000000279	WHITE OAK CR	OLD CANTON RD	1
11	SA2500000000281	PURPLE CR	SEDGEWICK DR	1
12	SA2500000000282	PURPLE CR	OLD CANTON RD	1
13	SA2500000000284	PURPLE CR	WESTBROOK RD	1
14	SA2500000000285	WHITE OAK CR	WESTBROOK RD	1

15	SA2500000000286	LARGE STREAM	OLD CANTON RD	1
16	SA2500000000287	SMALL STREAM	LAKE CIR	1
17	SA2500000000288	SMALL STREAM	AZTEC DR	1
18	SA2500000000290	LARGE STREAM	EASTOVER DR	1
19	SA250000000A280	PURPLE CREEK	COLONIAL CIRCLE	1
20	SA2500000000191	WHITE OAK CR	N STATE ST	2
21	SA2500000000192	TRIB HANGING MOSS CR	BEASLEY RD	2
22	SA2500000000193	SMALL STREAM	COUNTY LINE RD	2
23	SA2500000000194	BCH HANGING MOSS CR	WATKINS DR	2
24	SA2500000000198	HANGING MOSS CR	COUNTY LINE RD	2
25	SA2500000000199	HANGING MOSS CREEK	BEASLEY ROAD	2
26	SA2500000000201	HANGING MOSS CR	WATKINS DR	2
27	SA2500000000202	TRIB HANGING MOSS CR	WATKINS DR	2
28	SA2500000000203	HANGING MOSS CR	LIVINGSTON RD	2
29	SA2500000000204	HANGING MOSS CREEK	HANGING MOSS ROAD	2
30	SA2500000000207	PARKER CREEK	STATE ST.	2
31	SA2500000000208	TRIB HANGING MOSS CREEK	BRIARWOOD DR	2
32	SA2500000000209	TRIB HANGING MOSS CR	CULLEY DR	2
33	SA2500000000409	BOGUE CHITTO CREEK	FLAG CHAPEL ROAD	2
34	SA2500000000413	BRANCH OF BOGUE CHITTO	FLAG CHAPEL RD	2
35	SA2500000000414	WHITE OAK CREEK	WEST COUNTY LINE	2
36	SA2500000000417	TRIB HANGING MOSS CK	CEDARS OF LEB RD	2
37	SA2500000000420	HANGING MOSS CREEK	MANHATTEN RD	2
38	SA2500000000421	DITCH	WEST COUNTY LINE	2
39	SA250000000A205	TRIB HANGING MOSS CREEK	HANGING MOSS RD	2

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
40	SA250000000A206	TRIB HANGING MOSS CR	MEADOW RD	2
41	SA250000000A218	BCH HANGING MOSS CR	WOODWAY RD	2
42	SA250000000A410	BRANCH HANGING MOSS CK	BEASLEY ROAD	2
43	SA2500000000216	HANGING MOSS CREEK	STATE ST	3
44	SA2500000000238	SMALL DITCH	COMMERCE PARK	3
45	SA2500000000239	SMALL DITCH	LORENZ BLVD	3
46	SA2500000000240	SMALL DITCH	W. MITCHELL AVE	3
47	SA2500000000241	TRIB TO TOWN CREEK	READY MIX STREET	3
48	SA2500000000242	TRIB TOWN CREEK	TOOLE AVE	3
49	SA2500000000243	TRIB TOWN CR	LAVERNET RD	3
50	SA2500000000244	TOWN CREEK	FOROADAVE	3
51	SA2500000000245	LYNCH CR	JAYNE AVE	3
52	SA2500000000250	TOWN CR	WOODROW WILSON	3
53	SA2500000000251	TRIB TOWN CRK	W WOODROW WILSON	3
54	SA2500000000252	TRIBUTARY TOWN CR	M. L. KING JR. DR.	3
55	SA2500000000254	TRIB TOWN CREEK	ASH ST	3
56	SA2500000000255	TOWN CR	MAPLE ST	3
57	SA2500000000256	TRIB TOWN CREEK	ERIE ST	3
58	SA2500000000259	TRIB TOWN CREEK	MAPLE STREET	3
59	SA250000000A258	TRIB TOWN CREEK	DERRICK ST	3
60	SA250000000A264	TRIB TO TOWN CREEK	READY MIX STREET	3
61	SA2500000000101	TRIB LYNCH CREEK	MORSON RD	4

62	SA2500000000103	BCH LYNCH CR	WESTHAVEN BLVD	4
63	SA2500000000133	CANEY CREEK	TV ROAD	4
64	SA2500000000137	CANEY CR	GERTRUDE ST	4
65	SA2500000000138	CANEY CREEK	ALYCE ST	4
66	SA2500000000139	CANEY CR	RAYMOND RD	4
67	SA2500000000213	LARGE STREAM	COUNTRY CLUB DR	4
68	SA2500000000247	LYNCH CR	OFC THOMAS CATCHIN	4
69	SA2500000000248	LYNCH CREEK	MT VERNON	4
70	SA2500000000249	LYNCH CREEK	HOLDEN ST	4
71	SA2500000000268	LYNCH CREEK	LINBERGH DR	4
72	SA2500000000269	LYNCH CREEK	LINBERGH DR	4
73	SA2500000000270	LYNCH CREEK	DIXON RD	4
74	SA2500000000415	TRIB OF LYNCH CREEK	LINDSEY DRIVE	4
75	SA250000000A115	BCH OF BAKERS CREEK	MCRAVEN	4
76	SA250000000A234	LYNCH CR	COUNTRY CLUB DR	4
77	SA2500000000102	BCH LYNCH CREEK	DIXON RD	5
78	SA2500000000116	LYNCH CREEK	LYNCH ST	5

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
79	SA2500000000117	TRIB LYNCH CREEK	CENTRAL ST	5
80	SA2500000000119	LYNCH CREEK	ELLIS AVE	5
81	SA2500000000120	LYNCH CREEK	ROBINSON RD	5
82	SA2500000000121	LYNCH CREEK	ST CHARLES ST	5
83	SA2500000000122	TRIB OF LYNCH CREEK	PRIMOS AVE	5
84	SA2500000000123	TRIB LYNCH CREEK	ELLIS AVE	5
85	SA2500000000124	LYNCH CREEK	VALLEY ST	5
86	SA2500000000126	LYNCH CR	W FRONTAGE TERRY R	5
87	SA2500000000141	SMALL STREAM	ALTA WOODS BLVD	5
88	SA2500000000142	THREE MILE CR	TERRY RD	5
89	SA2500000000147	HARDY CR	GREENWOOD AVE	5
90	SA250000000A136	CANEY CREEK	ROBINSON RD	5
91	SA2500000000052	TRAHON CREEK	TERRY ROAD	6
92	SA2500000000134	HARDY CR	DORGAN STR	6
93	SA2500000000144	HARDY CR	MCDOWELL RD	6
94	SA2500000000146	HARDY CREEK	WOODBINE ST	6
95	SA2500000000148	HARDY CR	TERRY RD	6
96	SA2500000000149	BCH BIG CREEK	N SIWELL RD	6
97	SA2500000000150	CANY CREEK	COOPER RD	6
98	SA2500000000151	CANEY CREEK	SMALLWOOD DR	6
99	SA2500000000156	CANEY CR	MCCLUER RD	6
100	SA2500000000157	TRIB&RELIEF CANEY CR	MCCLUER RD	6
101	SA2500000000162	SMALL DITCH	MCCLURE RD	6
102	SA2500000000430	HENDERSON RD	TRAHON CREEK	6
103	SA250000000A043	PRAHON CR	FOREST HILL RD	6
104	SA250000000A135	CANEY CREEK	MCDOWELL RD	6
105	SA250000000A145	HARDY CREEK	BROOKWOOD DR	6
106	SA250000000A152	BIG CREEK	RAYMOND RD	6
107	SA2500000000104	TOWN CREEK	N GALLATIN ST	7
108	SA2500000000108	TOWN CREEK	COURT STREET	7
109	SA2500000000109	TOWN CREEK	GRIFFITH ST	7
110	SA2500000000110	TOWN CREEK	MONUMENT ST	7
111	SA2500000000111	TRIB TOWN CR	MONUMENT ST	7

112	SA2500000000112	TOWN CREEK	FORTIFICATION ST	7
113	SA2500000000113	BCH OF TOWN CREEK	COHEA STREET	7
114	SA2500000000127	LYNCH CR	TERRY RD	7
115	SA2500000000128	PEARL RIVER	SILAS BROWN	7
116	SA2500000000129	TOWN CREEK	SOUTH WEST STREET	7
117	SA2500000000130	TOWN CR	RANKIN ST	7

2. Bridge Clearing

No.	Bridge No.	Creek Crossing	Road	Ward
118	SA2500000000132	TOWN CR	S STATE ST	7
119	SA2500000000223	EUBANKS CREEK	BAILEY AVE	7
120	SA2500000000225	EUBANKS CREEK	N. WEST STREET	7
121	SA2500000000227	EUBANKS CR	NORTHVIEW DR	7
122	SA2500000000228	EUBANKS CR	N STATE ST	7
123	SA2500000000229	EUBANKS CREEK	OLD CANTON RD	7
124	SA2500000000230	EUBANKS CR	EAGLE AVENUE	7
125	SA2500000000231	EUBANKS CR	CHICKASAW RD	7
126	SA2500000000233	EUBANKS CR	SEMINOLE	7
127	SA2500000000235	EUBANKS CR	WOODDALE DR	7
128	SA2500000000253	TRIB TOWN CREEK	ASH ST	7
129	SA2500000000257	TRIB TOWN CREEK	WINONA ST	7
130	SA2500000000261	TRIB TOWN CREEK	PLEASANT ST	7
131	SA2500000000262	TRIB TOWN CREEK	BELL ST	7
132	SA2500000000263	TRIB TOWN CREEK	ELM ST	7
133	SA2500000000265	SMALL UNNAMED STREAM	GREYMONT ST	7
134	SA2500000000266	LARGE STREAM	LAUREL ST	7
135	SA2500000000267	UNNAMED LARGE CHANNEL	ST ANN ST	7
136	SA2500000000404	TOWN CREEK	STATE ST FRONTAGE	7
137	SA2500000000422	PASCAGOULA STREET	COMMERCE STREET	7
138	SA2500000000429	UNNAMED CHANNEL	ST. MARY STREET	7
139	SA250000000A105	TOWN CREEK	S MILL ST	7
140	SA250000000A131	TOWN CREEK	SOUTH STREET	7
141	SA250000000A158	CANEY CR	TERRY RD	7
142	SA250000000A232	EUBANKS CREEK	HAWTHORNE ST	7

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3. Road Resurfacing

ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
MLK DRIVE	Ridgeway Street	Maderia Avenue	2.3	3
Bailey Avenue	Woodrow Wilson Avenue	W. Northside Drive	2	3
Overstreet Avenue	Fernwood Drive	Lavernet Road	0.4	3
Alamo Street	MLK	Overstreet	0.1	3
Week Street	MLK	Overstreet	0.2	3
Perkins Street	MLK	Overstreet	0.2	3

Hollman Avenue	MLK	Way Street	0.3	3
Kensington Avenue	MLK	Way Street	0.3	3
Marks Avenue	MLK	Overstreet	0.2	3
Marine Street	MLK	Morton Avenue	0.2	3
Ann Banks Street	MLK	Powers Avenue	0.3	3
Granberry Street	MLK	Ludlow Avenue	0.2	3
Crawford Street	MLK	Powers Avenue	0.3	3
Powell Rhodes Drive	MLK	Ludlow Avenue	0.2	3
Carver Street	MLK	Mobile Avenue	0.3	3
Lanier Avenue	MLK	Ludlow Avenue	0.2	3
Randall Street	MLK	Mobile Avenue	0.3	3
Prosperity Street	Woodrow Wilson Avenue	Peter Street	0.4	3
Mt. Vernon Avenue	Road of Remembrance	Officer Catchings Drive	0.6	3
W. Capitol Street	Monument Street	Robinson Road	0.2	3
Amite Street	Gallatin Street	W. Capitol Street	0.5	3
Central Street	S. Prentiss Street	Poindexter Street	1.1	3
Pointdexter Street	Deer Park Street	Robinson Road	0.2	3
Sewanee Drive	Mt. Vernon Avenue	Rosslyn Avenue	0.4	3
Kingsroad	Sunset Drive	O'Bannnon	0.1	4
Kingsroad	O'Bannon	Milo Avenue	0.3	4
Queensroad Avenue	Sunset Drive	O'Bannnon	0.1	4
O'Bannon	Northside Drive	Sunset Drive	0.6	4
Overbrook Road	Queensroad Avenue	California Avenue	0.2	4
Castle Cove	Cypress Drive	Cul-De-Sac	0.1	4
Riffle Avenue	Wynndyke Circle	Dead End	0.2	4
Tiki Lane	Raymond Road	New Post Road	0.2	4
Greenmont Drive	Highway 18	Greenmond Dr.	0.5	4
Raymond Road	Forest Hill Road	Siwell Road	1.6	4
California Avenue	Northside Drive	Ridgeway Street	1	4

3. Road Resurfacing				
ROAD NAME	BEGIN TERMINI	END TERMINI	LENGTH (MI)	WARD
Warner Avenue	Utah Street	Ridgeway Street	0.7	4
Parkway Avenue	Overbrook Street	Ridgeway Street	0.9	4
Wallce Street	Montgomery Drive	Dead End	0.2	4
Sunset Drive	Northside Drive	Coleman Avenue	1.2	4
Claiborne Avenue	W. Capitol Street	Robinson Road	0.5	5
First Avenue	S. Prentiss Street	Claiborne Avenue	0.7	5
St. Charles Street	S. Prentiss Street	Bobby Rush Blvd	1	5
S. Prentiss Street	Capitol Street	Robinson Road	0.6	5
Buena Vista Avenue	1st Avenue	Robinson Road	0.3	5
Eastview Street	St. Charles Street	Robinson Road	0.5	5
Valley Street	W. Capitol Street	Robinson Road	0.8	5
Fredrica Avenue	W. Capitol Street	Robinson Road	0.8	5
Lexington Avenue	W. Capitol Street	Robinson Road	0.8	5
Arbor Vista Blvd	St. Charles Street	Robinson Road	0.5	5
Brandon Avenue	Claiborne Avenue	Robinson Road	0.3	5
Columbus Street	Grenada Street	1st Avenue	0.4	5
S. Denver Street	W. Capitol Street	1st Avenue	0.4	5
Marcus L. Butler Drive	St. Charles Street	W. Capitol Street	0.4	5
Delaware Avenue	St. Charles Street	W. Capitol Street	0.3	5
Clinton Avenue	Houston Avenue	Valley Street	0.6	5
Latimer Avenue	Houston Avenue	Marcus Butler Dirve	0.3	5
Kolb Avenue	St. Charles Street	W. Capitol Street	0.3	5
Wacaster Street	St. Charles Street	W. Capitol Street	0.5	5
Grenada Street	Valley Street	Capitol Court	0.1	5
Capitol Court	Cul-De-Sac	W. Capitol Street	0.2	5
Cummins Street	Belvedere Drive	Oakhurst Drive	0.5	5
Glen Street	W. McDowell	Dead End	0.4	5
McCluer Road	Henderson Road	Terry	3	6
Terry Road	Lakeshore Road	Byram City Limits	2.1	6
Forest hill Road	Terry Road	Lakeshore Road	1.8	6
Elton Road	Terry Road	State Maintenance Sign	0.7	6

4. Miscellaneous Repairs			
Description of Work	Location	LF	Ward
Pipe Culvert Replacement	6385 Livingston Road	24	2
Pipe Culvert Replacement	6395 Livingston Road	26	2
Pipe Culvert Replacement	1539 Fairwood Drive	24	2
Pipe Culvert Replacement	Beaverbrook Drive	28	3
Pipe Culvert Replacement	Norman Street	24	2
Inlet Repair	3860 Hawthorne Drive	1	7
Culvert Cleaning	3560 Bowers Street	180	7

WHEREAS, compensation for the work shall be provided as follows:

COMPENSATION FOR BASIC AND ADDITIONAL SERVICES:

A. COST SUMMARY:

Construction Cost: The projected estimated cost for construction for all of the above improvements is **$28,278,418.00.**

Item	Description	Construction Cost
1	**Creek Clearing & Grubbing**	$ 15,236,118.00
2	**Bridge Clearing**	$ 2,840,000.00
3	**Road Resurfacing**	$ 9,852,500.00
4	**Miscellaneous Repairs**	$ 349,800.00
5	**Total**	**$ 28,278,418.00**

B. ENGINEERING COST BREAKDOWN

The engineering fee for this project has been established utilizing the FEMA Fee Curve B as directed by the City. It has been established by City and IMS that the FEMA Fee Percentage for Basic Engineering Services will be 7.4% of the Construction Cost. The Total Engineering Cost is projected to be: **$2,134,880.00** (see summary table below).

Item	Description[1]	FEMA Fee Curve B	Subtotal	Total	Payment Type
1	**Basic Engineering Fee Calc.**	**7.4%**		**$2,092,604.00**	
1.1	Design, Advertising and Bidding Phase		$1,046,302.00		Lump Sum
1.2	Construction Admin		$1,046,302.00		Hourly (Not-To-Exceed)
2	**Project Expenses**			**$42,276.00**	Time and Material
3	**Total**			**$2,134,880.00**	

1. Basic Engineering Fee does not include additional services and reimbursable project expenses. See list of additional services identified below (the list is not exclusive).
   a. The Basic Engineering fee for Design, Advertising and Bidding Phase is $1,046,302.00 (Lump Sum).
   b. The fee for Construction Engineering Phase will be on an hourly basis for a projected amount of $1,046,302.00 (Not-To-Exceed).
   c. Project Expenses (Mileage, Printing Cost, etc.) shall be paid for cost incurr ed and receipts will be submitted with invoices. The projected cost for expense is $42,276.00 (Time and Material).

Additional Services: The basic engineering fee **does not include services** that may be required during the design and construction phase of the of the project. Additional services may include (but are not limited to):

- Engineering Surveys
- Environmental Assessments,
- Right-of-Way Acquisition, Permits, and Temporary Construction Easements
- Geotechnical Engineering, Soil Borings, and Material Testing
- Full Time Onsite Project Representative / Resident Project Engineer

These services and the associated cost will be determined (if required) for each project group bid package and will be billed for time and material.

Construction Engineering Cost Breakdown for Hourly Fee (NTE):

	ENGINERING COST	Construction Engineering & Inspection Phase		
1. 2	CLASSIFICATION / POSITION	HOURLY RAT E	PROJECTE D HOURS	COST
1	PRINCIPAL	$ 316.00	100	$ 31,600.00
2	REGIONAL MANAGER	$ 268.00	196	$ 52,528.00
3	SENIOR PROJECT MANAGE R / Group Manager	$ 243.00	384	$ 93,312.00
4	PROJECT ENGINEER II	$ 164.00	608	$ 99,712.00
5	ENGINEER INTERN II	$ 113.00	664	$ 75,032.00
6	ADMINISTRATIVE II	$ 99.00	392	$ 38,822.00
7	CONSTRUCTION REP II	$ 96.00	6826	$ 655,296.00
B	**Projected: Manhour Cost**			**$ 1,046,302.0 0**

WHEREAS, Integrated Management Services, Inc. proposes to perform the work under Task Order No. 2 according to the following schedule:

PROJECT SCHEDULE: Listed below are tentative projected schedules for each Project Groups. These are general schedules that will be used for each Construction Bid Package. The publication, bid opening, and contract issuance dates will be coordinated with the City and adjusted accordingly.

This projected time for design and construction timeline will be updated and adjusted accordingly during the design phase;

PROJECT GROUP 1: CREEK CLEARING & GRUBBING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub 30 Creek Sections {approximately 99,275-LF (18.8 Miles)} located throughout all Seven Wards within the City of Jackson;

PROJECT GROUP 2: BRIDGE CLEARING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to clean, clear and grub over 142 Bridges located throughout all Seven Wards within the City of Jackson;

PROJECT GROUP 3: ROAD RESURFACING: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to resurface 66 Roads (approximately 38 Miles) located throughout the City of Jackson;

PROJECT GROUP 4: MISCELLANEOUS REPAIRS: IMS Shall be responsible for Design, Bidding/Advertising, and Construction Engineering & Inspection to replace, repair and clean culverts and inlets along with addressing street drainage issues in various locations throughout the City of Jackson; and

WHEREAS, the project schedule is attached hereto and incorporated into this order; and

WHEREAS, the terms and conditions of the Agreement remain the same as those in the original Agreement, except for the additional terms set forth in this order.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Task Order No. 2 of the Professional Engineering Services Agreement with Integrated Management Services, Inc. in an agreed upon lump sum amount of $1,046,302.00 for the design, and advertisement and bidding phases of the project, a not to exceed amount of $1,046,302.00 for construction

engineering & inspection, and project expenses of $42,276.00 for a total amount of $2,134,880.00 for the completion of the project, which shall not be increased without further City Council approval with a term through March 30, 2026 for completion of all the engineering services set forth above.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

President Lindsay recognized **Emad Al Turk of Al-Turk Planning and Development, Fidelis Malembeka, Chief Financial Officer, Chokwe Antar Lumumba, Mayor** and **John Calhoun, CEO of Integrated Management Services (IMS)**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – Stokes.
Absent – None.

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There came on for consideration for Agenda Item No. 72:

PROCLAMATION OF THE MAYOR'S OFFICE AND JACKSON CITY COUNCIL RECOGNIZING NATIONAL HUMAN TRAFFICKING PREVENTION MONTH.

President Lindsay recognized **Vice President Grizzell** who moved, seconded by **Council Member Clay,** to suspend the rules to allow the presentation of said item. The motion prevailed by the following vote:

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

President Lindsay recognized **Chokwe Antar Lumumba, Mayor** and **Melissa Faye Payne, Director of Constituent Services and Communications,** who presented a **PROCLAMATION OF THE MAYOR'S OFFICE AND JACKSON CITY COUNCIL RECOGNIZING NATIONAL HUMAN TRAFFICKING PREVENTION MONTH.** Accepting the proclamation with appropriate remarks was **Jack Meyers House.**

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

President Lindsay recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to reconsider the Consent Agenda. The motion prevailed by the following vote:

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.
Nays – Foote.
Absent – None.

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

Note: Council Member Stokes left the meeting.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-104 LOCATED AT 3535 MOSLEY AVE – PARCEL #425-545– $5,500.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, And agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3535 Mosley Avenue Parcel 425-545 for the sum of $5,500.00; and

WHEREAS, Socrates Garrett Enterprises INC. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable

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

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3535 Mosley Avenue Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #425-545 bearing the physical address of 3535 Mosely Ave legally described as LOT 545 COTTAGE GROVE SUBN for Case #CE-22-104

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

JACKSON
MISSISSIPPI

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-22-104

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

LOCATION: 3535 Mosley Ave

MAP / PARCEL: 425-545

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

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1787 LOCATED AT 5077 SUNNYVALE DR #566-67 -$6,894.00.

WHEREAS, on August 29, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on June 6, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 5077 Sunnyvale Dr. Parcel 566-67 for the sum of $6,894.00; 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 - 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 $6,894.00.

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	Socrates Garrett Enterprises, Inc.

Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Socrates Garrett 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 5077 Sunnyvale Dr. Jackson, MS 39211, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $6,894.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #566-67 bearing the physical address of 5077 Sunnyvale Dr legally described as LOT 13 BROOKSIDE PL PT S for Case #CE-22-1787

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 property 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 3, 2024

CASE NO: CE-22-1787

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

LOCATION: 5077 Sunnyvale Dr

MAP / PARCEL: 566-67

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 property graded.

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: $4,894.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.
Abstention – Hartley.
Absent – Stokes.

****

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-736 LOCATED AT 546 FREDRICA AVE – PARCEL #129-170– $6,177.50.

WHEREAS, on June 28, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on March 26, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 546 Fredrica Avenue Parcel 129-170 for the sum of $6,177.50; 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 - 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 $6,177.50.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be

extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:
The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 546 Fredrica Avenue 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 $6,177.50 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #129-170 bearing the physical address of 546 Fredrica Ave legally described as LOT 20 ELON PLACE PT C for Case #CE-23-736:

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 3, 2024

CASE NO: CE-23-736

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
3659 Livingston Rd.
Jackson MS. 39213

LOCATION: 546 Fredrics Ave

MAP / PARCEL: 129-170

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE: _____

DATE RETURNED: _____ RECIEVED BY: _____

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

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

QUOTE PRICE: $6,177.58

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-104 LOCATED AT 3535 MOSLEY AVE – PARCEL #425-545– $5,500.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, And agreed to demolish

structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3535 Mosley Avenue Parcel 425-545 for the sum of $5,500.00; and

WHEREAS, Socrates Garrett Enterprises INC. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of

Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 3535 Mosley Avenue Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #425-545 bearing the physical address of 3535 Monely Ave legally described as LOT 545 COTTAGE GROVE SUBN for Case #CE-22-104

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 5, 2024

CASE NO: CE-22-104

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2632 Livingston Rd.
Jackson MS. 39213

LOCATION: 3535 Mosley Ave

MAP / PARCEL: 425-545

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 property graded.

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

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

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-695 LOCATED AT 274 MASON BLVD PARCEL #611-50 $3,465.00.

WHEREAS, on August 13, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on July 9 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 274 Mason Blvd. Parcel 611-50 for the sum of $3,465.00; 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 - 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 $3,465.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises INC. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 274 Mason St. 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 $3,465.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #611-50 bearing the physical address of 274 Mason Blvd legally described as LOT 3 BLK CRESTON HILLS SUBN for Case #CE-24-695

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 5, 2024

CASE NO: CE-24-695

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2659 Lindsey Rd
Jackson MS. 39213

LOCATION: 274 Mason Blvd

MAP / PARCEL: 611-50

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: $3,465.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1235 LOCATED AT 3533 W. NORTHSIDE DR– PARCEL #732-632– $10,200.00.

WHEREAS, on August 29, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on June 6, 2023; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line,

bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3533 W Northside Dr. Parcel No. 732-632 for the sum of $10,200.00; 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 - 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 $10,200.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 3533 W Northside Dr 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 $10,200.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #732-632 bearing the physical address of 3533 Northside DR legally described as LOT 32 NORTHWEST HILLS PT 1 LESS 5 FT N/S TO CITY FOR ST for Case #CE-22-1235:

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 5, 2024

CASE NO: CE-22-1235

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2619 Lovingston Rd.
Jackson MS, 39213

LOCATION: 3533 Northside DR

MAP / PARCEL: 732-632

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: $10,200.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-279 LOCATED AT 235 DECELLE ST. PARCEL #56-22-13-$7,000.00.

WHEREAS, on September 24, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 235 Decelle St Parcel 56-22-13 for the sum of $7,000.00; 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 - 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 $7,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 235 Decelle 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 $7,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #56-22-13 bearing the physical address of 235 Deerlle ST legally described as LOT 15 BLK I INDUSTRAIL HGTS N J for Case #CE-23-279:

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 5, 2024

CASE NO: CE-23-279

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

LOCATION: 235 Deselle ST

MAP / PARCEL: 56-22-13

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: $7,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-750 LOCATED AT 2703 GLENN ST– PARCEL #209-157– $6,000.00.

WHEREAS, on June 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on April 23, 2024; and

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

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 2703 Glenn St. Parcel 209-157 for the sum of $6,000.00; 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 - 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 $6,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - 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 is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 2703 Glenn St. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed $6,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #209-157 bearing the physical address of 2703 Glenn ST legally described as LOT 10 BLK 3 MEADOW WLANE SUB for Case #CE-24-750

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 5, 2024

CASE NO: CE-24-750

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2650 Livingston Rd.
Jackson MS. 39213

LOCATION: 2703 Glenn ST

MAP / PARCEL: 209-157

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

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

QUOTE PRICE: $4,800.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON NOVEMBER 19, 2024 FOR THE FOLLOWING CASES:

24-473	24-1174	24-1757	24-1520	24-382	22-2415	24-753
23-2521	24-1788	24-1995	24-2091	24-972	24-1690	23-2671
24-1926	24-1895	24-2056	24-1747	24-605	24-1714	23-837
24-1901	24-1183	24-1755	24-1996	24-777	24-3	23-1684
24-1905	24-1504	24-1889	24-1938	24-778	24-108	23-866
24-1194	24-1679	24-1963	24-921	24-971	24-437	23-718
23-1527	24-1736					

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

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

WHEREAS, hearings were held on November 19, 2024; and

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

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

1) **Case #24-473: Parcel #9-210-1** located at 1746 Myrtle St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

2) **Case #23-2521: Parcel 606-141** located at 2816 Kingswood Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: 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.

3) **Case #24-1926: Parcel #114-38** located at 2008 Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

4) **Case #24-1901: Parcel #135-4** located at 1103 West Capitol St.: After hearing testimony from Ashley Avery, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Ashely Avery shall be afforded ten (10) days until November 29, 2024 to enter into a repair agreement and ninety (90) days until February 27, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

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

5) **Case #24-1905: Parcel #110-77** located at 1130 West Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

6) **Case #24-1194: Parcel #119-487** located at 176 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

7) **Case #24-1174: Parcel #129-131-2** located at 410 Valley St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

45) 8) **Case #24-1788: Parcel #213-194-1** located at 2032 East Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

46) 9) **Case $24-1895: Parcel #124-36** located at 2311 Wast Capitol St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

10) **Case #24-1183: Parcel #517-228** located at 431 Benning Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

11) **Case #24-1504: Parcel #306-197** located at 4202 Pyle Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

12) **Case #24-1679: Parcel #129-110** located at 509 Eastview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

13) **Case #24-1757: Parcel #436-28** located at 4525 Meadowhill Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 1

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

14) **Case #24-1995: Parcel #212-232** located at 1855 Shamrock Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

15) **Case #24-2056: Parcel #629-33** located at 703 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

16) **Case #24-1755: Parcel #126-143** located at 339 Valley St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

17) **Case #24-1889: Parcel #119-374** located 4035 Capitol St: After hearing testimony from Andrew Robert L & Linda, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Andrew Robert L & Linda, shall be afforded forty-five (45) days until January 25, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

18) **Case #24-1963: Parcel #171-6** located at 602 Winter St.: After hearing testimony from Crawford Anthony & Dantzler Cynthia, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Crawford Anthony & Dantzler Cynthia, shall be afforded fourteen (14) days until November 29, 2024 to enter into a repair agreement and ninety (90) days until March 3, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 7

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

19) **Case #24-1520: Parcel #56-74-13** located at 203 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7.

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

20) **Case #24-2091: Parcel #626-244** located at 3455 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6.

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

21) **Case #24-1747: Parcel #527-572** located at 845 Berwood Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 2

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

22) **Case #24-1996: Parcel #522-514** located 4414 Azalea Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 2

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

23) **Case #24-1938: Parcel #122-9** located at 3021 Capitol St.: After hearing testimony from Cooley Melvin, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Cooley Melvin, shall be afforded three (3) weeks until December 10, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 2

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

24) **Case #24-921: Parcel #855-143** located at 1475 Lakeview Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

Scope of Work: 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.

25) **Case # 24-382: Parcel #119-466** located at 151 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

26) **Case #24-972: Parcel #860-285** located at 4418 Terry Rd. Apt. 26.: After hearing testimony from JPG Holdings LLC, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, JPG Holdings LLC, shall be afforded sixty (60) days until January 28, 2025 to cure the violations by completing

the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $1,000.00. Ward 7

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

27) **Case #24-605: Parcel #626-222** located at 3464 Rosemary Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

28) **Case #24-777: Parcel #208-121** located at 418 Cummins St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

29) **Case #24-778: Parcel #208-100** located at 417 Cummins St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

30) **Case #24-971: Parcel #872-120** located at 4492 Terry Rd Unit 94: After hearing testimony from Ono Properties, officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Ono Properties, shall be afforded sixty (60) days until January 28, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $1,000.00. Ward 7

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

31) **Case #22-2415: Parcel #606-11** located at 125 McDowell Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

32) **Case #24-1690: Parcel #855-48** located at 3932 Ronald Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 6

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

33) **Case #24-1714: Parcel #635-534** located at 1740 Waycona Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

Scope of Work: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

34) **Case# 24-3: Parcel #211-249** located at 911 Combs St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

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

35) **Case #24-108: Parcel #211-343** located at 924 Winn St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 6

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

36) **Case #24-437: Parcel #611-228** located at 3513 Lee Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

37) **Case #24-753: Parcel #98-180-1** located at 1500 Bailey Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

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

38) **Case #23-2671: Parcel #76-10** locate at 735 N. Farish St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 7

Scope of Work: 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.

39) **Case #23-837: Parcel #404-3** located at 0 Livingston Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace

to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

40) **Case #23-1684: Parcel #615-82** located at 1055 Harris Dale Ln.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $1,200.00. Ward 6

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

41) **Case #23-866: Parcel #106-13-10** located at 1821 Martin Luther King Jr Dr. Unit 23: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

42) **Case #23-718: Parcel #302-4** located at 1075 Pecan Park Cr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

43) **Case #23-1527: Parcel #824-109** located at 4343 Robinson Rd.: After hearing testimony from Sammy Asemotas, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Sammy Asemotas, shall be afforded sixty (60) days until January 18, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

44) **Case #24-1736: Parcel #105-196** located at 1075 Maderia Ave.: After hearing testimony from Farris Grisler, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Farris Grisler, shall be afforded sixty (60) days until January 18, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 3

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

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

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

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

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

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

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2373 LOCATED AT 1769 UNIVERSITY BLVD– PARCEL #166-2-5 – $150,000.00.

WHEREAS, the State of Mississippi received 1769 University Blvd due to delinquent taxes; and

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

WHEREAS, on October 29, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the structure on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-2373 located at 1769 University Blvd parcel #166-2-5 in Ward 5 of the City of Jackson; 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; and

WHEREAS, based on stated requirements, R&C Services, LLC submitted the best bid and through its representative, Raymond Granderson agreed to demolish structure, foundation, steps, Leaving slab and parking lot intact, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcel 166-2-5 listed in the bid package titled 1769 University Blvd for the sum of 150,000.00; and

WHEREAS, R&C Services, LLC has a principal office address of 987 Gore Road Jackson, MS 39212, and is in good standing to do business in this state, according to the information appearing 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 $150,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**R&C Services, LLC** **Raymond Granderson** 987 Gord Rd 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 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.

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 R&C Services, LLC to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1769 University Blvd 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 $150,000.00 shall be paid to R&C Services, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #166-2-5 bearing the physical address of 1769 University Blvd legally described as BEG 529.8 FT W INT S/L HWY 80 &W/L TERRY RD W 1014 FT SLY 400 FT NELY 498.05 FT S 193.05 FT SELY 200 FT S 73.1 FT NELY 26 FT SELY 271.7 FT NELY 120 FT WLY 60 FT NLY 155 FT WLY 119.85 FT NLY 352.26 FT TO POB IN SE 1/4 SE 1/4 SEC 8 & SW 1/4 SW 1/4 SEC 9 T5 R1E for Case #22-2373 :

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. 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 13, 2024

CASE NO: CE-22-1643

CONTRACTOR: RAYMOND GRANDERSON
B&C SERVICES, LLC
987 CORE ROAD
JACKSON, MS 39213

LOCATION: 1769 UNIVERSITY BLVD

MAP / PARCEL: 166-2-5

SCOPE OF WORK: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.

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: $190,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-829 LOCATED AT 1434 W HIGHWAY 80 UNIT 40– PARCEL #167-25 – $190,000.00.

WHEREAS, the State of Mississippi received 1434 Highway 80 due to delinquent taxes; and

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

WHEREAS, on April 5, 2023, 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 structure on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-829 located at 1434 W. Highway 80 Unit 40, Parcel #167-25 in Ward 5 of the City of Jackson; 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; and

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid that was in compliance with the EBO requirements and through its representative, Socrates Garrett agreed to demolish structure, foundation, steps, leaving slab and parking lot intact, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcel 167-25 listed in the bid package titled 1434 W. Highway (Gipson Grocery), Unit 40 for the sum of 190,000.00; and

WHEREAS, Socrates Garrett Enterprises Inc. principal office address is 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 - 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 $190,000.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:
Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

(7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.
The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

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

SECTION 11 - 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, ORDEREDthat the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1434 W. Highway 80 Unit 40 Jackson, MS 39204 deemed to be a menace to public health, safety, and welfare,, 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 $190,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 167-25 bearing the physical address of 1434 W HIGHWAY UNIT 40, legally described as BEG AT NE COR HIWAY 80 & HARRISON AVE EXTENDED N 306.16 FT E 284.5 FT SW 334.1 FT NW 250.6 FT TO BEG IN NW 1/4 SW 1/4 SEC 9 5 1E FOR Case # CE-22-829

Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

EXHIBIT B

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 13, 2024
CASE NO: CE-22-829
CONTRACTOR: SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC
3649 LIVINGSTON RD
JACKSON, MS 39213

LOCATION: 1434 HIGHWAY 80
MAP / PARCEL: 147-33
SCOPE OF WORK: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to leave property in clear and free of any and all health hazards. Cut grass and weeds.

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

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

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

QUOTE PRICE: $195,000.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-583 LOCATED AT 220 WILLIAM MCKINLEY CIR. PARCEL #802-407-$4,500.00.

WHEREAS, on September 10, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on August 6, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 220 William McKinley Cir. Parcel 802-407 for the sum of $4,500.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $4,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Enterprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located 220 William McKinley Cir. 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 $4,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #802-407 bearing the physical address of 220 William McKinley legally described as LOT 407 PRESIDENTIAL HILLS PT 6 for Case #CE-22-583

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 5, 2024

CASE NO: CE-22-583

CONTRACTOR: Socrates Garrett
Socrates Garrett Enterprises INC.
2659 Livingston Rd.
Jackson MS. 39213

LOCATION: 220 William McKinley

MAP / PARCEL: 802-407

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECIEVED BY: _____

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

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

QUOTE PRICE: $4,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2194 LOCATED AT 1309 MARIA DR– PARCEL #633-184 – $5,500.00.

WHEREAS, the State of Mississippi received 1309 Maria Dr. 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 November 4, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-24-2194 located at 1309 Maria Dr. parcel #633-184 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, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid, through Socrates Garrett, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, remove trash and debris, and perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 1309 Maria Dr for the sum of $5,500; 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 - 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 $5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Socrates Garrett Entreprises, Inc.** **Socrates Garrett** 2659 Livingston Rd. Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be 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.

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 Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 1309 Maria 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 $5,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel # 633-184 bearing the physical address of 1309 Maria Dr. legally described as LOT 35 WESTGATE PARK SUBN MATURED FOR 2016 TAXES for Case # CE-24-2191:

Demolish and remove remains of dilapidated structure removing foundation; Cut grass, weeds, shrubbery, fence line, bushes, and saplings: remove the trash, debris, fallen tree (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tree limbs, tires; and clean curbside.

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

NOTICE TO PROCEED

DATE: December 5, 2024

CASE NO: CE-24-2194

CONTRACTOR: Secretes Garrett
Secretes Garrett Enterprises INC
2629 Livingston Rd
Jackson MS, 39213

LOCATION: 1309 Maria DR

MAP / PARCEL: 633-184

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

PRE-WORK INSPECTION PERFORMED DATE

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE: _____

DATE RETURNED: _____ RECIEVED BY: _____

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

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

QUOTE PRICE: $5,500.00

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.
Nays – Foote.
Absent – None.

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

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON DECEMBER 17, 2024 FOR THE FOLLOWING CASES:

24-714	22-1711	24-304	24-2227	24-2211	24-2240	24-2193	24-2129
24-2113	24-1308	24-2284	24-2223	24-2220	24-875	24-2197	24-2109
24-2112	24-2187	24-2289	24-2215	24-2074	24-2243	24-1911	24-1171
23-1507	24-294	23-1390	24-2214	24-2092	22-2242	24-1618	24-2134
23-122	24-2122	24-1994	24-2218	24-2095	24-2189	24-2136	24-1158
22-210	23-2775						

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

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

WHEREAS, hearings were held on December 17, 2024; and

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

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

1) **Case #24-714: Parcel #405-204-1** located at 1007 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

2) **Case #24-2113: Parcel 405-211** located at 1033 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

3) **Case #24-2112: Parcel #405-210** located at 1029 Carnation St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

4) **Case #23-1507: Parcel #51-28** located at 506 Taylor St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

5) **Case #23-122: Parcel #96-90** located at 525 Derrick St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

6) **Case #22-1711: Parcel #96-12** located at 418 Derrick St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

7) **Case #24-1308: Parcel #163-188** located at 1426 Dansby St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

8) **Case #24-2187: Parcel #208-40** located at 338 Colonial Dr.: After hearing testimony from Corey Pembroke, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Corey Pembroke, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

9) **Case #24-294: Parcel #116-90** located at 147 Louisiana Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

10) **Case #24-2122: Parcel #119-327** located at 604 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

11) **Case #24-304: Parcel #119-326** located at 612 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris.

12) **Case #24-2284: Parcel #119-462** located at 129 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

13) **Case #24-2289: Parcel #119-443** located at 204 Road of Remembrance: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

14) **Case #23-1390: Parcel #309-222** located at 220 Broadview St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

Scope of Work: Remove trash and debris.

15) **Case #24-1994: Parcel #97-258** located at 336 Idlewild St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

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

16) **Case #24-2227: Parcel #709-317** located at 130 Holmes Ct.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

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

17) **Case #24-2223: Parcel #629-55** located 712 Lindsey Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

18) **Case #24-2215: Parcel #125-47** located at 163 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

19) **Case #24-2214: Parcel #125-63** located at 198 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

20) **Case #24-2218: Parcel #125-41** located at 146 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of **$1,000.00.** Ward 5

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

21) **Case #24-2211: Parcel #126-37** located at 310 Wacaster Ave.: After hearing testimony from Rekila Broan, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Rekila Broan, shall be afforded two (2) weeks until December 31, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

22) **Case #24-2220: Parcel #125-58** located 140 Wacaster Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 5

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

23) **Case #24-2074: Parcel #157-59** located at 1619 Central St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

Scope of Work: Remove trash and debris.

24) **Case #24-2092: Parcel #164-66** located at 1311 Fairmont Ave.: After hearing testimony from Kemsye M. Jiles, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Kemsye M. Jiles, shall be afforded thirty (30) days until January 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 5

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

25) **Case #24-2095: Parcel #164-76** located at 1326 Fairmont Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

26) **Case #24-2240: Parcel #116-134** located at 130 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

27) **Case #24-875**: **Parcel #116-138** located at 140 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

28) **Case 24-2243: Parcel #116-159** located at 222 Tennessee Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

29) **Case 24-2242: Parcel #116-113-1** located at 136 Lynn Ave.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

30) **Case 24-2189: Parcel #119-186**: located at 115 Owsley St.: After hearing testimony from Kennedy Watson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Kennedy Watson, shall be afforded thirty (30) days until January 16, 2024 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: Remove trash and debris.

31) **Case 24-2193: Parcel #119-234** located at 408 Galvez St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: Remove trash and debris

32) **Case 24-2197: Parcel #433-164** located at 432 Northside Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a

menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 2

Scope of Work: Remove trash and debris

33) **Case 24-1911: Parcel #119-445** located at 174 Road of Remembrance.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 3

Scope of Work: 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 sapling as needed.

34) **Case 24-1618: Parcel #306-175** located at 303 Nimitz St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $500.00. Ward 4

Scope of Work: 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 sapling as needed.

35) **Case 24-2136: Parcel #820-385** located at 1317 Reddix St.: After hearing testimony from Thomas Erica D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Erica Thomas, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

36) **Case 24-2129: Parcel #820-52** located at 1634 Reddix St.: After hearing testimony from Florence Kris T, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Florence Kris T, shall be afforded four (4) months until April 14, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

37) **Case 24-2109: Parcel #825-69** located at 1733 Reddix St.: After hearing testimony from Johnson Ricky D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Johnson Ricky D, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

38) **Case 24-1171: Parcel #820-412** located at 1320 Reddix St.: After hearing testimony from Dennis Stephen, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Dennis Stephen, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

39) **Case 24-2134: Parcel #820-460** located at 1420 Reddix St.: After hearing testimony from Thomas Erica D, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Thomas Erica D, shall be afforded seven (7) days to enter into a repair agreement until December 24, 2024 and sixty (60) days until February 16, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of $500.00. Ward 4

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

40) **Case 24-1158: Parcel #150-11** located at 429 Rose St.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 3

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

41) **Case 22-210: Parcel #209-15** located at 2749 Terry Rd.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 5

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

42) **Case 23-2775: Parcel #207-143** located at 224 Kimbrough Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of $750.00. Ward 7

Scope of Work: Board up and /or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and sapling as needed. Remove trash and debris.

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

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

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

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

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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

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APPROVAL OF THE DECMEBER 9, 2024 SPECIAL CITY COUNCIL PLANNING MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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APPROVAL OF THE DECMEBER 10, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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APPROVAL OF THE DECMEBER 12, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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APPROVAL OF THE DECMEBER 16, 2024 REGULAR ZONING COUNCIL PLANNING MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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APPROVAL OF THE DECMEBER 17, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

President Lindsay recognized **Council Member Banks** who moved, seconded by **Vice President Grizzell** to amend the Consent Agenda to add similar items - Agenda Items No. 44-52 to the Consent Agenda. The motion prevailed by the following vote:

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.
Nays – Foote.
Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MR. VICTOR HALL, LOCATED AT 1035 CENTRAL STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203, PAGE 2976 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Mr. Johnny Burney received a housing rehabilitation grant property from the City for property located at 1035 Central Street Jackson, Mississippi in the amount of $25,000.00 and

WHEREAS, on January 20, 2017 the City filed a Lien Notice and Restriction on Transfer against Ms. Lewis property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2976; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Mr. Hall property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Mr. Victor Hall located at 1035 Central Street Jackson, Mississippi in the amount of $25,000.00 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2976.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. ETTA SMITH, LOCATED AT 230 GALVEZ STREET JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 404 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Etta Smith received a housing rehabilitation grant property from the City for property located at 230 Galvez Street Jackson, Mississippi in the amount of $42,628.74 and

WHEREAS, on November 9, 2017 the City filed a Lien Notice and Restriction on Transfer against Ms. Smith property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 404; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Smith property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction

on Transfer against the property of Ms. Etta Smith located at 230 Galvez Street Jackson, Mississippi in the amount of $42,628.74 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 404.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MORRIS and MARY MARTIN, LOCATED AT 2832 MILTON DRIVE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203 PAGE 2982 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Morris and Mary Martin received a housing rehabilitation grant property from the City for property located at 2832 Milton Drive Jackson, Mississippi in the amount of $27,338.90 and

WHEREAS, on November 3, 2016 the City filed a Lien Notice and Restriction on Transfer against Morris and Mary Martin property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2982; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Morris and Mary Martin property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Morris and Mary Martin located at 2832 Milton Drive Jackson, Mississippi in the amount of $27,338.90 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2982.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development

shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. JULIA SPIRES, LOCATED AT 5123 BARRIER PLACE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203 PAGE 2974 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Julia Spires received a housing rehabilitation grant property from the City for property located at 5123 Barrier Place Jackson, Mississippi in the amount of $23,500.00 and

WHEREAS, on January 20, 2017 the City filed a Lien Notice and Restriction on Transfer against Ms. Spires property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2974; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Spires property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Julia Spires located at 5123 Barrier Place Jackson, Mississippi in the amount of $23,500.00 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2974.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. DAISY TUCKER LOCATED AT 220 CAMERO DRIVE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7206 PAGE 1590 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Daisy Tucker received a housing rehabilitation grant property from the City for property located at 220 Camero Drive Jackson, Mississippi in the amount of $24,500.00 and

WHEREAS, on April 21, 2017 the City filed a Lien Notice and Restriction on Transfer against Ms. Tucker property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7206 Page 1590; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Tucker property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Daisy Tucker located at 220 Camero Drive Jackson, Mississippi in the amount of $24,500.00 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7206 Page 1590.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. DELORIS WASH, LOCATED AT 128 BARBARA AVENUE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203 PAGE 2994 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Deloris Wash received a housing rehabilitation grant property from the City for property located at 128 Barbara Avenue Jackson, Mississippi in the amount of $22,000.00 and

WHEREAS, on November 16, 2016 the City filed a Lien Notice and Restriction on Transfer against Ms. Wash property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2994; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Wash property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Deloris Wash located at 128 Barbara Avenue Jackson, Mississippi in the amount of $22,000.00 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2994.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MR. JOHNNY BURNEY, LOCATED AT 620 QUEEN MELISSA LANE JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7203 PAGE 2990 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY

DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Mr. Johnny Burney received a housing rehabilitation grant property from the City for property located at 620 Queen Melissa Lane Jackson, Mississippi in the amount of $23,837.79 and

WHEREAS, on December 2, 2016 the City filed a Lien Notice and Restriction on Transfer against Mr. Burney property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2990; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Mr. Burney property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Mr. Johnny Burney located at 620 Queen Melissa Lane Jackson, Mississippi in the amount of $23,837.79 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7203 Page 2990.

IT IS FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. PRINCIE J. MORGAN, LOCATED AT 4424 LIBERTY HILL ROAD, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 50 PAGE 412 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low-moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Princie J. Morgan received a housing rehabilitation grant property from the City for property located at 4424 Liberty Hill Road, Jackson, Mississippi in the amount of $7,775.00; and

WHEREAS, on April 3, 2013, the City filed a Lien Notice and Restriction on Transfer against Ms. Morgan's property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 50 Page 412; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Morgan's property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Princie J. Morgan located at 4424 Liberty Hill Road, Jackson, Mississippi in the amount of $7,775.00, said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 50 Page 412.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. MATTIE TARVIN, LOCATED AT 1539 WEEKS STREET JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7222 PAGE 392 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the City of Jackson's Department of Planning and Development (Department) receives an annual allocation from the U.S. Department of Housing and Urban Development of Community Development Block Grant Funds to provide decent, safe and affordable housing to low- moderate-income residents; and

WHEREAS, the Neighborhood Enhancement Division (NED) included homeowner rehabilitation as a priority in the City's 2015-2019 Five Year Consolidation Plans; and

WHEREAS, 24 CFR 570.201(a) (4) requires the City of Jackson to enforce a period of affordability based on the amount of funding received; and

WHEREAS, the Office of Housing and Community Development Policies enforces this regulatory requirement through liens on all homeowner receiving assistance through the housing rehabilitation programs; and

WHEREAS, Ms. Mattie Tarvin received a housing rehabilitation grant property from the City for property located at 1539 Weeks Street Jackson, Mississippi in the amount of $31,224.66 and

WHEREAS, on September 22, 2017 the City filed a Lien Notice and Restriction on Transfer against Ms. Tarvin property for the purpose of securing the City's interest in the property pursuant to the housing rehabilitation program, which is recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 392; and

WHEREAS, the time period set forth in the restriction has now expired and in order to remove any cloud on the title for Ms. Tarvin property, the Office of Housing and Community Development finds it necessary file an instrument in the Hinds County Land Records for the First Judicial District canceling the lis pendens on the property.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Release of Lien and Restriction on Transfer for the purpose of canceling the Notice of Lien and Restriction on Transfer against the property of Ms. Mattie Tarvin located at 1539 Weeks Street Jackson, Mississippi in the amount of $31,224.66 said Notice of Lien and Restriction on Transfer being recorded in the Hinds County Land Records for the First Judicial District at Lis Pendens Book 7222 Page 392.

IT IS, FURTHER ORDERED that the Office of Housing and Community Development shall file the Release of Lien and Restriction on Transfer in the Hinds County Land Records for the First Judicial District, including the payment of all costs of such filing.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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President Lindsay requested that Agenda Item No. 39 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER RATIFYING AND ACCEPTING A PROPOSAL FROM NORMAN ROOFING AND MCI CONSTRUCTION, LLC FOR PROFESSIONAL SERVICES PERFORMED AT THALIA MARA HALL AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED THIRTY-TWO THOUSAND THREE HUNDRED FIFTY DOLLARS ($32,350.00).

WHEREAS, on Monday July 29, 2024, it was discovered that Thalia Mara Hall had experienced an invasion of microbial growth that occurred during that previous weekend. After being alerted of the microbial growth event, the Department of Human and Cultural Services acted quickly to procure certified industrial hygienic testing. Reporting based on August 9, 2024 testing was received on August 14, 2024. On August 20, 2024, the Mayor executed a "Declaration Invoking Emergency Procurement Procedures" for Thalia Mara Hall, which was amended on October 16, 2024 to broaden the scope to be more comprehensive and inclusive; and

WHEREAS, the industrial hygienic testing report recommended the immediate repair/replacement of Thalia Mara Hall's A/C chillers and the immediate stabilization of the indoor environment (among several other recommendations). The overarching theme of the report was that the underlying causes of the microbial growth invasion must be immediately corrected. Otherwise, remediation efforts will be in vain as the microbial outbreak could easily return/spread to other areas of the building. The Department of Human and Cultural Services, recognizing the potential for water infiltration from unaddressed roof leaks to reintroduce growth conditions, secured Norman Roofing AND MCI Construction to conduct comprehensive roof assessment and repair; and

WHEREAS, on November 5, 2024, Norman Roofing performed an assessment, and on October 15, 2024 MCI Construction performed electrical plumbing work at Thalia Mara Hall and subsequently submitted proposals containing recommendations for the repair of roofing issues. Norman Roofing and MCI Construction have provided the City with invoices covering their assessment of Thalia Mara Hall, creation of their respective reports, and repair services rendered. Said invoices total Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00); and

WHEREAS, said invoices cover the following:

Labor					
Professional	**Date**	**Task**	**Qty**	**Rate**	**Amount**
Norman Roofing	11/5/24	Scan Roof with thermal camera	1		
Norman Roofing	11/5/24	Delineate wet areas on roof with orange degradable paint	1		
Norman Roofing	11/5/24	Provide photos of thermal scan	1		
Norman Roofing	11/5/24	Core wet areas to prove wet	1		
Norman Roofing	11/5/24	Provide report from data collected on each of 9 roofs with roof details, core details, measurements and photos of thermal scan	1		
Norman Roofing Subtotal			5		$7,400.00
MCI Construction	10/15	Electrical Plumbing Work	1		
MCI Subtotal					$24,950.00
GRAND TOTAL					**$32,350.00**

WHEREAS, Norman Roofing and MCI Construction have also provided the City with Proposals to assist with the assessment of the roof at Thalia Mara Hall and successful repair of identified roofing issues at Thalia Mara Hall. The costs associated with said Proposal shall not exceed Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00); and

WHEREAS, said Proposals cover the following:

1. Scan Roof with thermal camera
2. Delineate wet areas on roof with orange degradable paint
3. Provide photos of thermal scan
4. Core wet areas to prove wet
5. Provide report from data collected on each of 9 roofs with roof details, core details, measurements and photos of thermal scan
6. Electrical Plumbing Work

WHEREAS, the Department of Human and Cultural Services requests that the governing authorities authorize the Mayor to execute Norman Roofing's and MCI Construction's Proposals. Further, the Department of Human and Cultural Services requests ratification of Norman Roofing's and MCI Construction's previously performed services and payment in the amount of Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00) for said services; and

WHEREAS, it is in the best interests of the City that Norman Roofing's and MCI Construction's Proposals be accepted in an amount not to exceed Thirty-Two Thousand Three Hundred Fifty Dollars and Thirty-Five Cents ($32,350.35) and that Norman Roofing's and MCI Construction's previously performed services be ratified and payment made for said services in the amount of Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00).

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Norman Roofing's and MCI Construction's Proposals discussed in this Order in an amount not to exceed Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00). Said Proposal shall be incorporated into this Order and shall be reprinted in the City's Minute Book directly following the entry of this Order.

IT IS, FURTHER ORDERED that Norman Roofing's and MCI Construction's previously performed services are ratified and that payment in the amount of Thirty-Two Thousand Three Hundred Fifty Dollars ($32,350.00) shall be made to Norman Roofing and MCI Construction for said services.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Hartley.
Absent – Stokes.

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President Lindsay requested that Agenda Item No. 25 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING CLAIMS NUMBER 31119 to 31196 APPEARING AT PAGES 161 TO 190 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $9,662,544.74 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 31119 to 31196 appearing at pages 161 to 190, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $9,662,544.74 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,762,622.93
TECHNOLOGY FUND	72,352.84
PARKS & RECR. FUND	107,953.87
LANDFILL/SANITATION FUND	1,907,140.10
STATE TORT CLAIMS FUND	7,557.68
WATER/SEWER OP & MAINT FUND	168.98
REPAIR & REPLACEMENT FUND	1,233,782.50
DISABILITY RELIEF FUND	25,908.53
EMPLOYEES GROUP INSURANCE FUND	112,344.54
PAYROLL FUND	588.11
HOUSING COMM DEV ACT (CDBG) FD	95,790.73
EMERGENCY SHELTER GRANT (ESG)	8,909.00
H O P W A GRANT – DEPT OF HUD	112,930.83

1% INFRASTRUCTURE TAX	2,102,581.79
MADISON SEWAGE DISP OP & MAINT	55.52
TRANSPORTATION FUND	428,621.50
JXN CONVENTION & VISITORS BUR	328,815.41
P E G ACCESS – PROGRAMMING FUND	448.18
MODERNIZATION TAX	17,162.03
CDBG COVID CARES	385.32
2020 SAKI GRANT DOJ	5,739.39
ZOOLOGICAL PARK	12,694.56
LIBRARY FUND	165,386.50
DFA – LAKE HICO AND NORTHGATE	26,397.13
DFA – SB2971 – TOUGALOO CENTER	7,040.29
DFA – THALIA MARA HALL $2M	32,350.00
NLC – MUNICIPAL REIMAGINING COMM	575.95
2022 CRIME GUN INTEL GRANT	8,314.78
GF SIEMENS SETTLEMENT ACCOUNT	77,925.75
TOTAL	**$9,662,544.74**

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

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

Yeas – Banks, Clay, Grizzell and Lindsay.
Nays – Foote and Hartley.
Absent – Stokes.

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There came on for Introduction, Agenda Item No. 22:

ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD THE JOB CLASSIFICATION OF EDUCATIONAL PROGRAM COORDINATOR. President Lindsay stated that said item would be placed on the next Regular Council agenda to be held on January 28, 2025.

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There came on for Introduction, Agenda Item No. 23:

ORDINANCE AMENDING THE COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD AND BOX HELPERS. President Lindsay stated that said item would be placed on the next Regular Council agenda to be held on January 28, 2025.

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ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES.

WHEREAS, the City of Jackson, Mississippi ("City") is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, Miss. Code Section 67-1-101 authorizes the governing authority of the City to establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district, and

WHEREAS, the City Council for the City recognize the benefits of community events and attractions, and the potential benefits of an entertainment district to expand activities and events for City residents, and

WHEREAS, Miss. Code Section 67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for the adequate law enforcement and other public safety measures and services within the district", and

WHEREAS, the City has worked with its Police Chief in ensuring the Ordinance Establishing the Leisure and Recreation District will provide the City's Police the adequate means to ensure public safety within the District; and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to exit the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District", subject to certain conditions, and

WHEREAS, the governing authority of the City has determined and hereby finds that the City would benefit from the establishment of a "Leisure and Recreation District" within portions of the Central Business District area by enhancing pedestrian-oriented areas, and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and further is subject at all times to reasonable regulation, and

WHEREAS, the governing authority of the City has further determined that establishment of a "Leisure and Recreation District" within portions of the Central Business District area would be in the best interests of the City, and

WHEREAS, subject to the terms and limitations of Miss. Code Section 67-1-101, and this Ordinance, the City hereby establishes a "Leisure and Recreation District" in portions of the Central Business District area as more fully set forth herein and as described by the georeferenced map attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

1. That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as the official findings of the Governing Authority of the City of Jackson.

2. That the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING LEISURE AND RECREATION DISTRICT

SECTION 1. Creation and Establishment of District.

Under the authority granted by Miss. Code Section 67-1-101, there is hereby established a "Leisure and Recreation District" in portions of the Central Business District area of the City of Jackson within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and attached hereto as Exhibit "A".

SECTION 2. Name and Boundaries of District.
The "Leisure and Recreation District" established herein shall be known as the "Downtown West Leisure Recreation District" (herein after "the District") and shall have the following as its boundaries:

See attached Collective Exhibit A

SECTION 3. Outside Consumption of Alcoholic Beverages Permitted; Conditions.

Any on-premise retail alcoholic beverage permittee (hereinafter "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage and/or win outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the districts may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, Styrofoam or plastic cup, not larger than 32 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries or the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers shall locate a City approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance shall be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance shall be construed to limit any City of Jackson Policeman from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling shall fail when so ordered by any such officer, to disperse, any such person so failing to disperse when so ordered shall be guilty of a misdemeanor and upon conviction, shall be subject to punishment in accordance with Mississippi Code Section 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance shall be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

SECTION 4. Public Safety Measures.

Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. The adoption of this Ordinance does not render as lawful any otherwise unlawful conduct by any person except as explicitly provided herein and by Miss. Code

Ann. Section 67-1-101. Specifically, the adoption of this Ordinance does not authorize any trespass on private property, unlawful parking on public property, unauthorized parking on private property, littering, loitering, or any other conduct prohibited by local ordinance or state law.

SECTION 5. Hours in Effect.

A person shall only possess an alcoholic beverage in the above prescribed container dispensed by a duly permitted establishment within the District boundaries between the following hours:

Monday	3:30 p.m. to 1:00 a.m. Tuesday
Tuesday	3:30 p.m. to 1:00 a.m. Wednesday
Wednesday	3:30 p.m. to 1:00 a.m. Thursday
Thursday	3:30 p.m. to 1:00 a.m. Friday
Friday	Noon to 1:00 a.m. Saturday
Saturday	Noon to 1:00 a.m. Sunday
Sunday	Noon to 1:00 a.m. Monday

Hours may be amended on specific days only on order of the City of Jackson Mayor and City Council.

SECTION 6. Definition of Alcoholic Beverages.

For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being.

SECTION 7. Preservation of Rights.
The City reserves the right to modify or repeal this Ordinance, and any district designation created herein, at any time, with or without notice.

SECTION 8. Repeal and Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

SECTION 9. Post-Ordinance Compliance.

This Ordinance shall be in full force and effect thirty days following adoption. It shall be published according to law and shall be spread on the Minutes of the City Council for the City of Jackson and the Municipal Clerk shall provide a certified copy of this Ordinance to the Mississippi Department of Revenue upon its enactment. The City of Jackson will provide verification that the Jackson Police Department will provide adequate law enforcement and other public safety measures and services within the district. The City of Jackson will also provide a list of entities that hold permits/liquor licenses and are located in the district.

BE IT ORDAINED by the Mayor and City Council of the City of Jackson, Mississippi:

EXHIBIT A

Down Town West Leisure and Recreation District and Legal Description



Downtown West Leisure Recreation District

Description of the Leisure and Recreation Area with the City of Jackson, located in the Southwest Quarter of Section 3, Township 5 North, Range 1 East is as follows:

BEG SW COR PEARL & LAMAR STS S 120 FT W 39.9 FT N 119.8 FT ON PEARL ST E 48 FT TO BEG IN 10 A LOT 2 S J LESS 10 FT N/S TO STREET BEG ON W/S LAMAR ST EXT 120 FT S OF PEARL ST W 89.9 FT S 48.5 FT E 84.06 FT N 48.5 FT TO BEG IN 10 A LOT 2 S J BEG N/S PASCAGOULA ST AT W/S LAMAR ST N 151.5 FT W 75 FT S 160.8 FT E 76.1 FT TO BEG & 40 FT N/S PASCAGOULA ST N & S TO GRILIS PROP BEG 76.1 FT W OF LAMAR ST ALL IN 10 A LOT 2 S J LESS 10 FT N & S X 70 FT E & W TO ST IN SW COR BEG ON S/S PEARL ST 640.9 FT W OF S WEST ST W 23 FT S 120 FT E 20 FT N 119.8 FT TO PT OF BEG IN 10 A LOT 2 S J LESS 10 FT N/S TO ST BEG ON S/S PEARL ST 663.9 FT W OF S WEST ST W 23 FT S 120 FT E 20 FT N 119.9 FT TO PT OF BEG IN 10 A LOT 2 S J LESS 10 FT N/S TO ST BEG INT S/L PEARL ST & W/L S LAMAR ST W 94 FT TO POB W 40 FT S 159.2 FT E 40.7 FT N 159.2 FT TO POB IN 10 A LOT 2 S J LESS 10 FT N/S TO STREET & LESS 10 FT E & W X 48.5 N & S SE COR BEG INT E/L FARISH ST & S/L PEARL ST E 442.8 FT TO POB S/LY 180.65 FT W/LY 53.5 FT S/LY 116.38 FT E/LY APP 115 FT N/LY 130.48 FT E/LY 19.3 FT N/LY 166.4 FT W/LY 80 FT TO POB IN 10 AC LOT 2 S J 147.2 FT S/S PEARL ST S TO CREEK & E TO CREEK E OF DENNY W OF LAKE IN 10 A LOT 2 S J 63 FT N/S PASCAGOULA ST N TO CREEK W OF LAKE E OF GARRETT IN 10 A LOT 2 S J LESS 10 FT S/S 45 FT W/S LOT E & 4 FT E/S LOT D LESS 10 FT N/S TO ST HARLANDS SUBN S J 54.52 FT N/S PASCAGOULA ST N TO CREEK E OF MCNAMARA W OF KAZERY IN 10 A LOT 2 S J 39.5 FT N/S PASCAGOULA ST X 163 FT N & S E OF LEHMAN & ENGLE W OF GARRETT IN 10 A LOT 2 S J LOTS C & D LESS 4 FT E/S LOT D & LESS 10 FT N ENDS TO STREET HARLANDS SUBN S J 41.5 FT N/S PASCAGOULA ST X 160 FT N & S E OF WILLIAMSON W OF MCNAMARA IN 10 A LOT 2 S J LESS 10 FT S/S TO ST LOT B LESS 10 FT N END TO STREET HARLANDS SUB S J BEG INT N/L PASCAGOULA ST & E/L FARISH ST NLY ALONG FARISH ST 114.08 FT E 80 FT NLY 39.5 FT E 80 FT SLY 150 FT TO N/L PASCAGOULA ST W ALONG ST 160 FT TO POB IN LOT 2 S J LOT A LESS 10 FT N END TO STREET HARLANDS SUB S J 80 FT S/S PEARL ST X 189.5 FT E/S S FARISH ST W END LOT 2 S J N 1/2 LOT 1 ROBT KELLS EST SUBN OF LOT 18 W J LESS 10 FT N/S TO STREET S 1/2 LOT 1 ROBT KELLS EST SUBN OF LOT 18 W J N 1/2 LOT 6 ROBT KELLS EST SUBN OF LOT 18 W J S 1/2 LOT 6 ROBT KELLS EST SUBN OF LOT 18 W J 70 FT E END LOT 5 ROBT KELLS EST SUBN OF LOT 18 W J LESS 10 FT S S TO ST LOT 4 LESS 120.3 FT W/END & LOT 5 LESS 70 FT E END ROBT KELLS EST SUBN OF LOT 18 W J LESS 10 FT S/S TO STREET 120.3 FT N/S PASCAGOULA ST X 77.3 FT E/S ROACH ST PT LOT 4 ROBT KELLS EST SUBN OF LOT 18 W J LESS 10 FT S/S TO ST LOT 3 & A STRIP ON S/S LOT 2 BEING 3.2 FT W/END & 2.15 FT E END X 125 FT E & W ROBT KELLS EST SUBN OF LOT 18 W J & 1/2 INT IN PARTY WALL ON N/S LOT 2 LESS A STRIP OFF S/S BEING 3.2 FT W END & 2.15 FT E END X 125 FT E & W & LESS 10 FT N/S TO PEARL ST ROBT KELLS EST SUBN OF LOT 18 W J LOT 9 SUBN OF LOT 19 W J & INT IN ALLEY LESS TO CITY FOR STREET LOTS 6 7 & 8 SUBN OF LOT 19 W J & INT IN ALLEY LESS TO CITY FOR STREET LOT 5 SUBN OF LOT 19 W J LESS 10 FT N END TO STREET & A STRIP LYING S OF SD LOT 5 & N OF ALLEY & AN INTEREST IN ALLEY BEG 155 FT W INT S/L PEARL ST & W/L ROACH ST SLY 132.5 FT W 117.75 FT NLY 15.6 FT ELY 7.35 FT NLY 116 FT TO S/L RD ELY 110.4 FT TO POB BEING PT LOT 19 W J THAT PT LOT 20 E & NE OF MILL ST EXT & LOT 1 SUBN OF LOT 19 W J LESS 10 FT N/S TO STREET LOT 16 SUBN OF LOT 19 LESS 10 FT TO STREET WJ B ROACH ST NLY 167.1 W 50 FT SLY 168 FT TO N/L ST ELY ALONG ST 50 FT TO POB BEING PT LOT 19 W J BEG 106 FT W INT N/L PASCAGOULA ST & W/L ROACH ST NLY 150 FT E 106 FT TO W/L ST NLY ALONG ST 14 FT W 90 FT SLY 5 FT W 60 FT NLY 5 FT W 20 FT SLY 167.1 FT TO N/L ST ELY ALONG ST 70 FT TO POB BEING PT LOT 19 WEST JACKSON LOT 13 SUBN OF LOT 19 W J & INT IN ALLEY S 1/2 LOT 12 SUBN OF LOT 19 W J & INT IN ALLEY N 1/2 LOT 12 & 10 FT STRIP ON W/S SUBN OF LOT 19 W J LOT 11 & 10 FT STRIP ON W/S SUBN OF LOT 19 WJ LOT 10 SUBN OF LOT 19 W J & 10 FT STRIP ON W/S & INT IN ALLEY

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

President Lindsay recognized **Michael Davis, Development Assistance Manager,** who provided a brief overview of said item.

Yeas – Banks, Foote, Clay, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31119 TO 31196 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 31119 to 31196 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $191,299.66 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		5,559,399.59
PARKS & RECR FUND		174,050.25
LANDFILL FUND		58,035.61
SENIOR AIDES		6,913.33
WATER/SEWER OPER & MAINT		107,335.67
PAYROLL	$191,299.66	
HOUSING COMM DEV		5,581.76
TITLE III AGING PROGRAMS		12,178.26
TRANSPORTATION FUND		31,463.43
PEG ACCESS-PROGRAMMING FUND		11,267.74
2020 SAKI GRAND DOJ		14,869.10
ZOOLOGICAL PARK		53,942.78
AMERICAN RESCUE PLAN ACT 2021		470.58
NLC-MUNICIPAL REIMAGINING COMM		8,285.38
TOTAL		**$6,043,793.48**

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

Yeas – Banks, Clay, Foote Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER AUTHORIZING THE APPROPRIATION OF EIGHT THOUSAND DOLLAR IN SUPPORT OF THE JSU FOOTBALL NATIONAL CHAMPIONS PARADE IN DOWNTOWN JACKSON.

WHEREAS, pursuant to Section 17-3-1 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and

assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality; and

WHEREAS, advertising, pursuant to Section 17-3-3 of the Mississippi Code Annotated of 1972, shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county; however, such advertising shall not include advertisements in publications sponsored by political parties, political committees or affiliated organizations, as such terms are defined in Section 23-15-801; and

WHEREAS, classic football events and championships have historically taken place in various municipalities, thus bringing in considerable revenue streams; and

WHEREAS, the SWAC Championship was held in the City of Jackson, Mississippi at Veteran's Memorial Stadium on December 7, 2024; and

WHEREAS, the SWAC Championship event served to promote the rich and varied fine artistry, athleticism, and culinary talents within the City of Jackson, all underscored by an economic boost to the City; and

WHEREAS, it is in the best interest of the City of Jackson to support honoring the JSU Football program for their win in the HBCU National Championship football game;

WHEREAS, the governing authority for the City of Jackson finds that said appropriation is for equipment, materials, and necessities in support of the January 17th Championship parade.

IT IS, THEREFORE, ORDERED that the governing authorities find that this appropriation of Eight Thousand Dollars ($8,000) to various vendors for the purpose of facilitating the Championship Parade is authorized by Mississippi Code Section 17-3-1, et seq. and is hereby approved.

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

President Lindsay recognized **Melissa Faye Payne, Director of Constituent Services and Communications**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

There came on for Discussion, Agenda Item No. 28:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONMED, LLC TO OFFER PRIMARY CARE SERVICES THROUGH A VIRTUAL CARE PLATFORM FOR THE RESIDENTS OF THE CITY OF JACKSON. Said item was pulled by the Administration.

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

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE THE "AGREEMENT OF RESIGNATION, APPOINTMENT, AND ACCEPTANCE" WITH CADENCE BANK AND REGIONS BANK TO RESCIND CADENCE BANK, AS PAYING AGENT, FOR GENERAL OBLIGATION BONDS, SERIES 2015A AND AUTHORIZING A SUCCESSOR PAYING AGENT REGIONS BANK, EFFECTIVE JANUARY 1, 2025.

WHEREAS, the City of Jackson, Mississippi (the "Issuer"), has outstanding its General Obligation Refunding Bonds, Series 2015A (the "Bonds"), authorized by a Resolution, adopted October 20, 2015 (the "Bond Resolution"); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent (the " Prior Paying Agent") for the registered owners of the Bonds; and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank, effective October 29, 2021; and

WHEREAS, Cadence Bank desires to resign as Paying Agent for the Bonds and the City desires to appoint Regions Bank as the "Successor Paying Agent" for the Bonds; and

WHEREAS, there has been presented to and is before this meeting an Agreement of Resignation, Appointment and Acceptance (the "Tri-Party Agreement") among the City, Cadence Bank, and Regions Bank, under which Regions Bank will become Successor Paying Agent pursuant to the Bond Resolution; and

WHEREAS, the Tri- Party Agreement state that the Prior Paying Agent hereby assigns, transfers, delivers and confirms to the Successor Paying Agent all the right, title, and interest of the Prior Paying Agent in and to the trusts under the Bond Resolution and all the estates, properties, rights, powers, trusts, duties and obligations of the Paying Agent under the Bond Resolution. The Prior Paying Agent shall execute and deliver such further instruments and shall do such other things as the Successor Paying Agent or the Issuer may reasonably require so as to more fully and certainly vest and confirm in the Successor Paying Agent all the estates, properties, rights, powers, trusts, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Paying Agent as Paying Agent; and

WHEREAS, the Mayor is hereby authorized and directed to execute the Tri-Party Agreement. The Tri-Party Agreement is approved in the form presented to this meeting, with such changes as the Mayor shall approve (his execution of the Tri-Party Agreement to evidence such approval). Regions Bank is hereby in all respects approved as Successor Paying Agent for the Bonds; and

WHEREAS, the Mayor and the City Clerk are authorized and directed to do any and all things necessary to facilitate the change in Paying Agent for the Bonds and to perform all other acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. They are further authorized and directed, on behalf of the City, to execute the "Agreement of Resignation, Appointment, and Acceptance", which is attached as Exhibit A and incorporated herein, documents, certificates and other instruments that may be required for carrying out the authority conferred by this Resolution or to evidence that authority and its exercise; and

WHEREAS, all resolutions and parts thereof in conflict herewith are repealed to the extent of such conflict; and

WHEREAS, Regions Bank compensation as the Successor Paying Agent for managing the 2015A General Obligation Refunding Bonds is a $1,250.00 acceptance fee and an annual fee of $1,250, which is the lowest and best quote, as compared to The People's Bank's $1,500 acceptance fee and an annual fee of $2,000.00.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute the Agreement of Resignation, Appointment, and Acceptance with Cadence Bank and Regions Bank to assign, transfer, deliver, and confirm the Successor Paying Agent for the General Obligation Refunding Bonds, Series 2015A, authorized by Resolution, adopted October 20, 2015.

IT IS, FURTHER ORDERED the payments to Regions Bank is authorized in the amount set forth herein.

EXHIBIT A

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

This Agreement of Resignation, Appointment and Acceptance (this "Agreement") by and among the City of Jackson, Mississippi (the "Issuer"), Cadence Bank (formerly known as BancorpSouth Bank) (the "Prior Paying Agent"), and Regions Bank (the "Successor Paying Agent"), is dated as of December __, 2024.

RECITALS:

WHEREAS, the Issuer has outstanding its General Obligation Refunding Bonds, Series 2015A (the "Bonds"), authorized by a Resolution, adopted October 20, 2015 (the "Bond Resolution"); and

WHEREAS, pursuant to the Bond Resolution, BancorpSouth Bank was appointed to serve as paying agent, registrar, and transfer agent (the "Paying Agent") for the registered owners of the Bonds; and

WHEREAS, BancorpSouth Bank changed its legal name to Cadence Bank (the "Prior Paying Agent") effective October 29, 2021; and

WHEREAS, the Prior Paying Agent desires to resign as Paying Agent for the Bonds and the Issuer desires to appoint the Successor Paying Agent as Paying Agent for the Bonds; and

WHEREAS, the Successor Paying Agent is willing to accept such appointment as successor Paying Agent under the Bond Resolution;

NOW, THEREFORE, the Issuer, the Prior Paying Agent and the Successor Paying Agent, for and in consideration of the mutual covenants and promises herein, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

THE PRIOR PAYING AGENT

SECTION 1.01. Pursuant to Section 19(b) of the Bond Resolution, the Prior Paying Agent has notified the Issuer that the Prior Paying Agent is resigning as Paying Agent under the Bond Resolution effective as of December __, 2024 (the "Effective Date").

SECTION 1.02. The Prior Paying Agent hereby assigns, transfers, delivers and confirms to the Successor Paying Agent all the right, title, and interest of the Prior Paying Agent in and to the trusts under the Bond Resolution and all the estates, properties, rights, powers, trusts, duties and obligations of the Paying Agent under the Bond Resolution. The Prior Paying Agent shall execute and deliver such further instruments and shall do such other things as the Successor Paying Agent or the Issuer may reasonably require so as to more fully and certainly vest and confirm in the Successor Paying Agent all the estates, properties, rights, powers, trusts, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Paying Agent as Paying Agent.

Further, and except as set forth on Schedule 1.02 attached hereto, the Prior Paying Agent hereby represents and warrants to the Issuer and the Successor Paying Agent that:

(a) no covenant or condition contained in the Bond Resolution has been waived by the Prior Paying Agent;

(b) there is no action, suit or proceeding pending or, to the best of the knowledge of the Prior Paying Agent, threatened against the Prior Paying Agent before any court or any governmental authority arising out of any action or omission by the Prior Paying Agent as Paying Agent under the Bond Resolution;

(c) the Prior Paying Agent will deliver to the Successor Paying Agent any moneys or property held by the Prior Paying Agent under the Bond Resolution as soon as administratively feasible following the Effective Date of this Agreement;

(d) this Agreement has been duly authorized, executed and delivered on behalf of the Prior Paying Agent and, assuming the due authorization, execution and delivery hereof by the Issuer and the Successor Paying Agent, constitutes its legal, valid and binding obligation; and

(e) to the best of the knowledge of the Prior Paying Agent, no event has occurred and is continuing which is, or after notice or lapse of time would become, a default under the Bond Resolution.

SECTION 1.03. The Prior Paying Agent shall deliver to the Successor Paying Agent, as of or immediately after the Effective Date hereof, all of the documents listed on Exhibit A hereto, including any such documents needed by the Successor Paying Agent in relation to the Bonds which are not listed on Exhibit A hereto.

ARTICLE II

THE ISSUER

SECTION 2.01. The Issuer hereby accepts the resignation of the Prior Paying Agent as Paying Agent under the Bond Resolution. All conditions relating to the appointment of Regions Bank as Successor Paying Agent under the Bond Resolution have been met by the Issuer, and the Issuer hereby appoints the Successor Paying Agent as Paying Agent under the Bond Resolution with like effect as if originally named as Paying Agent in the Bond Resolution.

SECTION 2.02. The officer of the Issuer executing this Agreement on behalf of the Issuer hereby certifies that the Issuer has the power and authority to: (a) accept the Prior Paying Agent's resignation as Paying Agent under the Bond Resolution; (b) appoint the Successor Paying Agent as Paying Agent under the Bond Resolution; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Paying Agent as Paying Agent under the Bond Resolution.

SECTION 2.03. The Issuer hereby represents and warrants to the Prior Paying Agent and the Successor Paying Agent that:

(a) this Agreement has been duly and validly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery hereof by the Prior Paying Agent and the Successor Paying Agent, constitutes a legal, valid and binding obligation of the Issuer;

(b) the Issuer has not appointed any Paying Agent other than the Prior Paying Agent and Successor Paying Agent; and

(c) the Issuer will continue to perform its obligations under the Bond Resolution.

SECTION 2.04. The Issuer shall give or cause notice of the appointment of the Successor Paying Agent effected hereby, in the form of Exhibit B attached hereto, to be given within ten (10) business days of the Effective Date as is required by the Continuing Disclosure Agreement, dated December 17, 2015.

ARTICLE III

THE SUCCESSOR PAYING AGENT

SECTION 3.01. The Successor Paying Agent hereby represents and warrants to the Prior Paying Agent and to the Issuer that:

(a) the Successor Paying Agent is qualified and eligible under the provisions of the Bond Resolution to be appointed successor Paying Agent and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the Successor Paying Agent is a bank having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers, and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls; and

(c) this Agreement has been duly and validly authorized, executed and delivered by the Successor Paying Agent and, assuming the due authorization, execution and delivery hereof by the Issuer and the Prior Paying Agent, constitutes a legal, valid and binding obligation of the Successor Paying Agent.

SECTION 3.02. The Successor Paying Agent hereby accepts its appointment as Successor Paying Agent under the Bond Resolution and accepts the estates, properties, rights, powers, trusts, duties and obligations of the Prior Paying Agent as Paying Agent under the Bond Resolution, upon the terms and conditions set forth therein, with like effect as if originally named as Paying Agent under the Bond Resolution.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

SECTION 4.02. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Bond Resolution shall have the meaning assigned to them in the Bond Resolution.

SECTION 4.03. Notwithstanding the resignation of the Prior Paying Agent effected hereby, the Issuer shall remain obligated under Section 19(a) of the Bond Resolution to compensate and reimburse the Prior Paying Agent in connection with its role as Paying Agent under the Bond Resolution.

SECTION 4.04. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 4.05. The Issuer, the Prior Paying Agent and the Successor Paying Agent hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

City of Jackson, Mississippi,
as Issuer

By: _____
Name: Chokwe Antar Lumumba
Title: Mayor

Cadence Bank,
as Prior Paying Agent

By: _____

Name: _____

Title: _____

Regions Bank,
as Successor Paying Agent

By: _____

Name: _____

Title: _____

[Signature Page to Agreement of Resignation, Appointment and Acceptance]

Schedule 1.02

Prior Paying Agent Exceptions

NONE

EXHIBIT A

Documents to be delivered to Successor Paying Agent if in the possession of the Prior Paying Agent:

1. Closing transcript and documents
2. Copies of most recent compliance certificates required to be delivered to Paying Agent, if any
3. Copies of official notices sent to Bondholders during the past twelve months, if any
4. Trust account statements for 2023 and 2024
5. Bond Insurance Policy or Letter of Credit, if any
6. List of current trust account balances and assets
7. Copies of any requisitions or disbursement requests
8. List of current bondholder names, addresses, certificate numbers and amounts owned
9. Listing of current CUSIP numbers, rates, maturities and outstanding principal
10. Original bonds or copies of the bonds
11. Contact information for Prior Paying Agent

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

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes
Nays – None.
Absent – None.

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

ORDER EXTENDING THE PROPOSAL FROM HILLTOP SECURITIES ASSET MANAGEMENT, LLC TO PROVIDE ARBITRAGE REBATE ANALYSIS SERVICES FOR THE CITY'S DEBT THROUGH SEPTEMBER 30, 2029, SAID EXTENSION TO BE UNDER THE SAME TERMS AND CONDITIONS AS PREVIOUSLY ACCEPTED BY THE CITY.

WHEREAS, on July 23, 2019 recorded in minute book 6P pages 424 and 425, the governing authority for the City of Jackson authorized the mayor to enter into an agreement with Hilltop Securities Asset Management, LLC to provide arbitrage rebate analysis services through September 30, 2024; and

WHEREAS, the Department of Finance and Administration recommends that the governing authority for the City of Jackson authorize the Mayor to execute an agreement with Hilltop Securities Assets Management, LLC ("HSAM") to provide the City arbitrage rebate compliance services for the City, effective as the date of acceptance by the City and remain in effect thereafter for a period of (5) years; and

WHEREAS, arbitrage rebate compliance refers to the monitoring of interest earnings on invested bond proceeds, and the rebate of such earnings should they exceed the cost of capital of the financing; and

WHEREAS, HSAM, with its principal office located at 717 N. Harwood Street, Suite 3400, Dallas, TX 75201, submitted a proposal to provide the following services for an annual fee of $1,400.00:

- Commingled Funds Analysis & Calculations
- Spending Exception Analysis & Calculations
- Yield Restriction Analysis & Calculations

(for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)

- Parity Reserve Fund Allocations
- Transferred Proceeds Calculations
- Universal Cap Calculations
- Debt Service Fund Calculations (including earnings test when required)
- Preparation of all Required IRS Paperwork for Making a Rebate Payment/Yield Reduction Payment

Retention of Records Provided for Arbitrage Computations

- IRS Audit Assistance
- Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule
- On-Site Meetings, as Appropriate, to Discuss Calculation Results/Subsequent Planning Items

WHEREAS, it is understood and agreed that the City of Jackson, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "Obligations" or "Bonds"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to as the arbitrage amount) from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(t)(2) of the Internal Revenue Code of 1986, as amended. For purposes of this Agreement the term "Arbitrage Amount," includes payments made under the

election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code; and

WHEREAS, the agreement will apply to all issues of tax-exempt obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the City in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services; and

WHEREAS, HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:

a. To cooperate fully with the City in reviewing the schedule of investments made by the City with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the City which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code; and

b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and

c. To provide a report to the City specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the City may have under the Code or other applicable laws, it being understood that the City shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain City records and work product pursuant to its own internal document retention policy.

WHEREAS, that the agreement may be terminated with or without cause by the City or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable; and

WHEREAS, this Agreement will be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its principles of conflicts of laws; and

WHEREAS, HSAM also offers IRS refund services, which is an additional service available where HSAM will "update calculation, prepare refund request package, and assist the City,as necessary, in responding to subsequent IRS Information Requests for an additional $3,000/annually.

IT IS, THEREFORE, ORDERED that the mayor is authorized to execute the Arbitrage Rebate Compliance Services with Hilltop Securities Asset Management, LLC be extended to provide arbitrage rebate analysis services for the City's debt through September 30, 2029, in the amount of $1,400/annually.

IT IS, FURTHER ORDERED in the event the City needs said IRS refund services, the Mayor is authorized to obtain said services in an amount not to exceed $3,000.00/annually.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – Stokes.
Absent – None.

****

ORDER AMENDING THE FISCAL YEAR 2024-2025 MUNICIPAL BUDGET OF THE CITY OF JACKSON'S DEPARTMENT OF ADMINISTRATION AND FINANCE.

WHEREAS, on or about October 15, 2024, the City of Jackson issued a Declaration Invoking Emergency Procurement Procedures (fully incorporated herein) related to the invasion of microbial growth at Thalia Mara Hall; and

WHEREAS, said Declaration suspended competitive bidding involving the immediate repair of microbial growth and all other hazards that might be discovered; and

WHEREAS, immediate action is required to address microbial growth and related hazards to prevent further damage and ensure public safety, and any delay caused by standard procurement processes would harm the City's interests, its employees, and its citizens; therefore, continued emergency procurement procedures authorized in the Declaration pursuant to Miss. Code Ann. § 31-7-13(k) are necessary, appropriate, and warranted to promptly and safely complete the necessary work; and

WHEREAS, the City of Jackson's Department of Administration and Finance requests the governing authorities for the City of Jackson transfer funds to support necessary repairs and maintenance at Thalia Mara Hall, as proposed by MCI Construction; and

WHEREAS, further inspection requires the following actions to be taken immediately and their projected costs:

- **Scope of Work #1: Vent Pipes and Ceiling Tiles - $10,000.00**
  - o Remove stained ceiling tiles in the front lobby beneath the three roof vent pipes.
  - o Unstop the vent pipe located on the roof above the front lobby.
  - o Perform a wet test to confirm no leaks from the vent pipes.
  - o Note: Additional costs may apply if further work is needed.

- **Scope of Work #2: HVAC Ducts on Lower Roof - $5,500.00**
  - o Repair water leaks inside the stage area adjacent to the mechanical room.
  - o Repair loose insulation and seal seams on HVAC ducts on the lower roof.
  - o Seal all flashing where ducts exit the brick wall.
  - o Seal two power vents on the lower roof and secure loose caps.
  - o Perform a wet test to confirm no leaks from HVAC ducts or power vents.

- **Scope of Work #3: Leaking Roof Drainage Clean-Out Plug - $2,000.00**
  - o Close the gate valve coming from the expansion tank.
  - o Remove the plug, clean the housing, and install a new seal.
  - o Open the gate valve and confirm no leakage.
  - o Note: Additional costs may apply if roof drainage is clogged; and,

WHEREAS, the following budget transfers are required to cover the costs associated with the necessary and immediate repairs:

From Account Number	Amount	Account Description	Amount
Other Professional Services 445-43350-6419	$17,500.00	Other Service and Maintenance Materials 445-43350-6317	$17,500.00

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose

or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, this intradepartmental transfer of funds is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year Department of Human and Cultural Services Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year Human and Cultural Services Budget; and

WHEREAS, the total cost for the necessary immediate repaid requires a budget amendment by the City of Jackson's Department of Administration and Finance totaling $17,500.00; and

WHEREAS, the amount of **$17,500.00** should be transferred from the account for Other Professional Services to the account for Other Service and Maintenance Materials to fund the above necessary repairs; and

IT IS, HEREBY ORDERED, the Fiscal Year 2024-2025 budget shall be revised for the City of Jackson Department of Administration and Finance as follows:

From Account	Account Description	To Account	Account Description	Amount Transferred
445-43350-6419	Other Professional Services	445-43350-6317	Other Service and Maintenance Materials	**$17,500.00**

IT IS HEREBY FURTHER ORDERED that the appropriate entries be made in the financial records to reflect these budget amendments and that the City of Jackson's Department of Administration and Finance is authorized to take all actions necessary to effectuate the purposes of this Order.

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

President Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – None.
Abstention – Stokes.
Absent – None.

****

ORDER RATIFYING INVOICES AND APPROVING PAYMENT OF INVOICES SUBMITTED BY SCALES BIOLOGICAL LABORATORY, INC. FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-5 of the Mississippi Code as amended states "the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi [;]" and

WHEREAS, the Jackson Police Department obtained goods and services from Scales Biological Laboratory, Inc., located at 220 Woodgate Drive S., Brandon, Mississippi; and

WHEREAS, the goods or services were obtained in 2022 and 2023 – prior to the City's adoption of the 2024 Personal and Professional Services Procurement Policy – from a vendor for two (2) criminal paternity tests, under a lawful and for a proper municipal purpose; and

WHEREAS, the invoices of Scales Biological Laboratory, Inc., remain unpaid; and

WHEREAS, the invoices submitted by Scales Biological Laboratory, Inc. which remain unpaid are as follows:

Invoice Date	Invoice Number	Service	Amount
09-18-2023	9483	Criminal Paternity Test	$1,100.00
01-26-2022	8882	Criminal Paternity Test	$1,100.00
Total	2 Invoices		$2,200.00

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

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED that the sum of $2,200.00 may be paid to Scales Biological Laboratory, Inc. for the charges indicated in the invoices submitted above.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

****

ORDER RATIFYING AND APPROVING PAYMENT OF INVOICES FOR GOODS AND SERVICES RECEIVED BY THE JACKSON POLICE DEPARTMENT FROM MANNSDALE ANIMAL CLINIC OF MADISON, MISSISSIPPI, URGIVET-EMERGENCY VETS OF MADISON, MISSISSIPPI, AND MISSISSIPPI STATE UNIVERSITY ANIMAL EMERGENCY & REFERRAL CENTER COLLEGE OF VETERINARY MEDICINE OF FLOWOOD MISSISSIPPI ON BEHALF OF THE JACKSON POLICE DEPARTMENT'S CANINE ORION.

WHEREAS, Section 21-21-5 of the Mississippi Code, amended provides that a police department may purchase dogs for to be used in the enforcement of the laws if its municipality, and "pay monthly such amounts as may be necessary to maintain and care for said law enforcement dogs [;]" and

WHEREAS, Section 21-17-5 of the Mississippi Code, amended provides the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, in accordance with Section 31-7-13 of the Mississippi Code Annotated, which governs Personal and Professional Services, and as adopted by the City of Jackson's Personal and Professional Services Procurement Policy (Aug. 2024) pp.05-06, bidding procedures for purchases less than $5,000 are not required; and

WHEREAS, the Jackson Police Department's canine, Orion, required emergency care and surgery as the result of ingesting a foreign object and causing a blockage in his intestine. Orion incurred necessary services for his care and rehabilitation on or about August 20, 2024 through August 22, 2024 at three (3) different facilitates; and

WHEREAS, the Jackson Police Department obtained goods and services for Orion from Mannsdale Animal Clinic located at 488 Mannsdale Road, Madison, Mississippi on or about

August 20-21, 2024 and the Jackson Police Department was invoiced $1,543.74 (Invoice No. 163254); and

WHEREAS, the Jackson Police Department obtained goods and services for Orion from Urgivet-Vets of Madison, Inc. located at 15 Olympic Way, Madison, Mississippi on August 21, 2024 and the Jackson Police Department was invoiced $803.78 (Invoice No. 19915); and

WHEREAS, the Jackson Police Department also obtained goods and services for Orion from Mississippi State University Emergency & Referral Center College of Veterinary Medicine located at 1009 Treetops Boulevard, Flowood, Mississippi; and on or about August 21-22, 2024 and the Jackson Police Department was invoiced $649.15 (Invoice No. 790622); and

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

WHEREAS, the sums invoices total $2,996.67, and combined are fair market value for the goods and services received; and

WHEREAS, given the foregoing facts and circumstances, the invoice(s) stated herein remain unpaid and thus may be ratified in accordance with Miss. Code Ann. § 31-7-57(2); and

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

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED, that Mannsdale Animal Clinic (Invoice No. 163254 in the amount of $1,543.74), Urgivet-Vets of Madison, Inc. (Invoice No. 19915 in the amount of $803.78) and Mississippi State University Emergency & Referral Center College of Veterinary Medicine (Invoice No. 790622 in the amount of $649.15), a total sum of $2,996.71, are approved and shall be paid.

Council Member Hartley moved adoption; **Council Member Banks** seconded.

President Lindsay recognized **Wendell Watts, Assistant Chief of Jackson Police Department,** who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

****

ORDER ACCEPTING THE QUOTE OF METRO COMMUNICATIONS & UTILITY CONTRACTORS TO PERFORM FIBER REPAIR AT FIRE TRAINING ACADEMY ON GALLATIN STREET.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated {1972), as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finance and may adopt orders, resolutions or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statue or law of the state of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21- 17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology received information advising that there was at issue with the fiber at the fire training academy located on Gallatin Street; and

WHEREAS, the Department of Information Technology solicited quotes from Metro Communications & Utility Contractors and Productive Electrical Solutions, LLC. Productive Electrical Solutions, LLC.; and

WHEREAS, Productive Electrical Solutions, LLC submitted Quote #COJ1104 in the a mount of $13,700.00; and

WHEREAS, Metro Communications & Utility Contractors submitted Quote 2024.1031 in the amount of $13,054.00; and

WHEREAS, the servicesquoted by Metro Communications & Utility Contractors were (1) fiber optic repair, (2) install snow shoes on utility line, (3) furnishing of bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment and lashing of fiber, and (4) service call plus cleaning at hourly rate of $250.00 per hour for 15 hours; and

WHEREAS, the services quoted by Productive Electrical Solutions LLC were (1) fiber optic repair; (2) terminate fiber cable in box; (3) install snow shoes; and (4) material to complete job; and

WHEREAS, the Department of Information Technology has evaluated the quotes and determined that the quote of Metro Communications & Utility Contractors is the lowest and the best quote received for the work; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the quote of Metro Communications & Utility Contractors and authorizing it to perform the repairs

IT IS, HEREBY ORDERED the Quote 2024.1031 of Metro Communications & Utility Contractors may be accepted and the company authorized to perform the fiber repairs at the fire training academy located on Gallatin.

IT IS, HEREBY ORDERED that a sum not exceeding $13,054.00 may be paid to Met ro Communications & Utility Contractors upon completion and inspection of the work.

IT IS, HEREBY ORDERED that a sum not exceeding $13,054.00 may be paid to Met ro Communications & Utility Contractors upon completion and inspection of the work.

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

President Lindsay recognized **Chokwe Antar Lumumba, Mayor** and **Muriel Reid, Director of Information Technology**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER RATIFYING THE CONTINUED USE AND AUTHORIZING PAYMENT FOR LICENSING AND SERVICES INVOICED AND DESCRIBED ON INVOICE # 045-489601 PROVIDED BY TYLER TECHNOLOGIES IN THE TOTAL AMOUNT OF $375,433.39.

WHEREAS, on or about 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; and

WHEREAS, the September 25, 2018 action of the governing authorities is recorded in Minute Book 6N at Page 696; and

WHEREAS, Tyler Technologies submitted Invoice # 045-489601 to the City of Jackson for the use and renewal of licenses and provision of support services with cycle start commencing on December 6, 2024 and ending on December 5, 2025 as follows:

Description	Units	Rate	Extended Price
Munis support & Update Contract management	1	$7,224.46	$7,224.46
Munis support & Update Capital Assets	1	$16,209.80	$16,209.80
Munis support & Update Inventory	1	$16,209.80	$16,209.80
Munis support & Update Projects & grant accounting	1	$10,131.12	$10,131.12
Munis support & Update Cash Management	1	$11,699.04	$11,699.04
Munis support & Update Purchasing	1	$28,415.38	$28,415.38
Munis support & Update Budgeting	1	$17,753.59	$17,753.59
Munis support & Update Accounts Payable	1	$17,753.59	$17,753.59
Munis support & Update Accounting/GL	1	$64,585.92	$64,585.92
Munis support & Update Accounts receivable	1	$14,111.21	$14,111.21
Munis support & Update Annual Comprehensive Financial Report	1	$8,442.60	$8,442.60
Munis Analytics & Reporting	1	$18,260.14	$18,260.14
BMI Asset Track Interface	1	$1,399.06	$1,399.06
BMI Collect IT Interface	1	$1,399.06	$1,399.06
Munis support & Update Tyler Forms Processing	1	$5,226.38	$5,226.38
Munis support & Update Recruiting	1	$3,497.66	$3,497.66
Munis support & Update Human Resources Management	1	$12,374.45	$12,374.45
Munis support & Update Payroll W/ESS	1	$22,182.59	$22,182.59
Support & Update Licensing General billing	1	$7,236.53	$7,236.53

WHEREAS, Invoice # 045-489601 also included billing for the following service with a cycle start date of December 28, 2024 and ending December 27, 2025:

Tyler System Management Services Support	1	$91,321.01	$91,321.01

WHEREAS, the total amount billed by Tyler Technologies for Invoice # 045-489601 is $375,433.39; and

WHEREAS, the due date indicated on the invoice provided by Tyler is December 16, 2024; and

WHEREAS, the licenses and services of Tyler technology have been 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 and authorizing payment for the licenses and services indicated on Invoice 045-489601 for the cycles stated.

IT IS, HEREBY ORDERED that the use of the license and services described is ratified.

IT IS, HEREBY ORDERED that Invoice 045-489601 submitted by Tyler Technologies for the licenses and services in the amount of $375,433.39 may be paid.

Vice President Grizzell moved adoption; **Council Member Banks** seconded.

Yeas – Banks, Clay, Grizzell, Hartley and Lindsay.
Nays – Foote
Abstention – Stokes.
Absent – None.

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

ORDER RATIFYING THECONTINUED USE AND AUTHORIZING PAYMENT FOR LICENSING AN SERVICES INVOICED AND DESCRIBED ON INVOICE# 045-485317 PROVIDED BY TYLER TECHNOLOGIES IN THE TOTAL AMOUNT OF $128,619.41.

WHEREAS, on or about 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; and

WHEREAS, the September 25, 2018 acting of the governing authorities is recorded in Minute Book 6N at Page 696; and

WHEREAS, Tyler Technologies submitted Invoice # 045-485317 to the City of Jackson for the use and renewal of licenses and provision of support services with cycle commencing on November 1, 2024 and ending on October 31, 2025 as follows:

Description	Unit	Rate	Extended Price
Tyler Disaster Recovery Service	1	$87,486.55	$87,486.55

WHEREAS, Invoice # 045-485317 also included billing for the following service with a cycle start date of November 15, 2024 and ending November 14, 2025:

Tyler Content Manager Enterprise	1	$10,939.56	$10,939.56
Tyler Content Manager Auto Indexing and Redaction	1	$1,093.95	$1,093.56
Tyler Content Manager Self-Service	1	$2,187.92	$2,187.92
Support & Update Licensing Tyler Cashiering	1	$16,846.91	$16,846.91
Tyler Asset Maintenance	10	$663.67	$6,636.70

Tyler Asset Performance	10	$145.87	$1,458.70
Requester Access License-Site License Maintenance	1	$1,969.12	$1,969.12

WHEREAS, the total amount billed by Tyler Technologies for Invoice # 045-485317 is $128,619.41; and

WHEREAS, the due date indicated on the invoice provided by Tyler is November 15, 2024; and

WHEREAS, the licenses and services of Tyler technology have been 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 and authorizing payment for the licenses and services indicated on Invoice 045- 485317 for the cycles stated.

IT IS HEREBY ORDERED that the use of the license and services described is ratified.

IT IS HEREBY ORDERED that Invoice 045-485317 submitted by Tyler Technologies for the licenses and services in the amount of $128,619.41 may be paid.

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 76-2303920)
P.O. Box 205556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-485317	10/01/2024	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	216029		USD	NET45	11/15/2024

Date	Description	Units	Rate	Extended Price
	TYLER DISASTER RECOVERY SERVICE Cycle Start: 01/Nov/2024, End: 31/Oct/2025	1	67,466.66	67,466.66
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE Cycle Start: 15/Nov/2024, End: 14/Nov/2025	1	10,939.56	10,939.56
	Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition) - Maintenance Cycle Start: 15/Nov/2024, End: 14/Nov/2025	1	1,093.95	1,093.95
	Tyler Content Manager Self-Service (Enterprise Edition) - Maintenance Cycle Start: 15/Nov/2024, End: 14/Nov/2025	1	2,187.92	2,187.92
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Cycle Start: 15/Nov/2024, End: 14/Nov/2025	1	16,646.91	16,646.91
	Tyler Asset Maintenance - Maintenance Cycle Start: 15/Nov/2024, End: 14/Nov/2025	10	803.67	8,036.70
	Tyler Asset Performance - Maintenance Cycle Start: 15/Nov/2024, End: 14/Nov/2025	10	145.87	1,458.70
	Requestor Access License - Site License - Maintenance Cycle Start: 15/Nov/2024, End: 14/Nov/2025	1	1,969.12	1,969.12

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2060 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	128,619.41
Sales Tax	0.00
Invoice Total	128,619.41

Council Member Banks moved adoption; **Council Member Hartley** seconded.

President Lindsay recognized **Muriel Reid, Director of Information Technology**, who provided a brief overview of said item.

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

Yeas – Banks, Clay, Grizzell, Hartley and Lindsay.
Nays – Foote.
Abstention – Stokes.
Absent – None.

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ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF ONE HUNDRED AND NINETY-FIVE DOLLARS AND EIGHTY-ONE CENTS ($195.81) TO TRIO COMMUNITY MEALS FOR FOOD AND BEVERAGES PROVIDED TO SPECIAL GUESTS DURING THE ANNUAL SENIOR CHRISTMAS GALA.

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

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

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

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

WHEREAS, the Department of Human and Cultural Services Senior Services Division recommends that the governing authority for the city of Jackson finds that the payment of One Hundred and Ninety-Five Dollars and Eighty One Cents ($195.81) to Trio Community Meals for food and beverages catering provided to guests during the Annual Senior Christmas Gala brought and will bring favorable notice to the opportunities and resources of the city of Jackson, and therefore the mayor is authorized under Section 17-3-1 to expend such funds.

IT IS, HEREBY ORDERED that the governing authorities for the city of Jackson find that the payment of One Hundred and Ninety-Five Dollars and Eighty One Cents ($195.81) to Trio Community Meals for food and beverages catering provided to guests during the Annual Senior Christmas Gala in the City to advance the moral and other interests of the City of Jackson and to promote Jackson and bring into favorable notice the opportunities, possibilities, and resources of the City; and,

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

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.

Absent – None.

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

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF FOUR HUNDRED AND EIGHTY DOLLARS ($480.00) TO JACKSON CONVENTION COMPLEX FOR AUDIO AND VISUAL EQUIPMENT PROVIDED DURING THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR.

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

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

WHEREAS, in accordance with Section 31-7-13 of the Mississippi Code Annotated, which governs Personal and Professional Services and the contract for rentals, and as adopted by the City of Jackson's Personal and Professional Services Procurement Policy (Aug. 2024) pp.05-06, bidding procedures for purchases less than $5,000.00 are not required; and

WHEREAS, on Thursday, October 03, 2024, from 9 a.m. to 1:00 p.m., the City of Jackson, along with other business and community stakeholders, hosted its Annual Senior Health and Wellness Fair at the Jackson Convention Complex; and

WHEREAS, the Department of Human and Cultural Services Senior Services Division paired with over fifty (50) vendors from the surrounding area to host the 2024 Annual Senior Health and Wellness Fair in the city to advance the moral and other interests of the city of Jackson and to promote Jackson to bring favorable notice the opportunities, possibilities, and resources of the city; and

WHEREAS, the Department of Human and Cultural Services Senior Services Division requests that the governing authority for the City of Jackson ratify Invoice No. 9687 in the amount of Four Hundred and Eighty Dollars ($480.00) and authorize the payment of same to the Jackson Convention Center for audio and visual equipment provided during the Annual Senior Health and Wellness Fair.

IT IS, FURTHER ORDERED, AND HEREBY RATIFIED, that the payment in the amount of $480.00 is authorized and shall be taken from the General Fund.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER RATIFYING THE PROCUREMENT OF SERVICES FROM JOHNSON CONTROLS, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR.

WHEREAS, the Department of Human and Cultural Services had need of maintenance services for the HVAC system at Thalia Mara Hall, include the purchase of repair parts; and

WHEREAS, due to exigent circumstances, mainly the need to maintain a stable environment inside Thalia Mara Hall for all patrons to attend productions in comfort, procurement of these maintenance services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the maintenance services set forth in certain invoices attached hereto were performed by Johnson Controls, Inc. at Thalia Mara Hall; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of Thalia Mara Hall and other City facilities, it is necessary to pay these outstanding invoices to continue receiving services for this vendor.

IT IS, THEREFORE, ORDERED that the procurement of the maintenance services described in the attached invoices is hereby ratified and payment to the following vendor in the amount set forth be made, consistent with the attached invoices:

Johnson Controls, Inc.	$7,839.97
Total	$7,839.97

Johnson Controls

JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-133917547426	Invoice Date:	09/27/2024
PO #/Auth:		Service Request:	1-133899800471
Customer WO#:		SR Type:	L&M
Customer Acct:	1032989	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
THALIA MARA HALL
255 E PASCAGOULA ST ,
JACKSON MS 39201-4115

Contractor/License Information :
Requested By: Mike Williams
Phone: 7183627718

Proposal : Check Equipment at Thalia Mara Hall
Proposal Date: 08/12/2024
Accepted By: Mike Williams

Service Requested: (Work Scope)
This is a not to exceed price for our mechanic to visit the site and make sure the equipment is ready to be put back in service.

Service Provided:
Check equipment. Found both chillers off due to high head pressure. Found tower fan belt broken due to locked up bearing on fan. Had belt on site and put on other fan with some manipulation of adjusting rod. Got chillers to reset. To reduce load turned all AHU's off until got control of load. Then started turning AHU's on. Had to shut chilled water pump #1 off due to bad vibration and put pump #2 in service at 50%. Also have bad. Seal in heating water pump. Shut pump down and close isolation valves. Found bad motor on AHU#3 motor is locked up.

The technician performed a check on the operations of various components that were worked on during Tuesday. The specific details of the components that were checked are not provided.
Thank you for your business.

Total Quote Price		$1,314.10
Sales Tax		$0.00
Total Amount Due	USD	$1,314.10

Direct Billing Inquiries: (866) 867-3508

Terms: Unless otherwise agreed to in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1 5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof

Page 1 of 2

Johnson Controls

JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-133917547426	Invoice Date:	09/27/2024
PO #/Auth:		Service Request:	1-133899800471
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 867-3600

To Remit Via Credit Card:
Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.8%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc
ABA# 071-000013 Depositor Acct 855-14347
Type of Account: Checking
cp-cashapplication.com

INVOICE#: 1-133917547426
AMOUNT DUE: USD $1,314.10

Johnson Controls

JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-132520717345	Invoice Date:	08/15/2024
PO #/Auth:		Service Request:	1-132276459440
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0052

Bill To:
CITY OF JACKSON
DEPARTMENT OF MAINT
658 S JEFFERSON ST
JACKSON MS 39205

Service Site:
THALIA MARA HALL
255 E PASCAGOULA ST ,
JACKSON MS 39201-4115

Contractor/License Information :

Requested By:
Phone: 6019601537

Service Requested: Angie called Show tonight and the cooling tower is overflowing Also need controls set to 68 please contact Judson @ 601-818-5650
3/4: call theatre is hot

Service Provided: Arrived onsite found full stopped up cleared fill operating as it should
Traveled to customer and checked in
Found cooling tower leaking out of fill
Cleared blockage and got cooling tower draining properly
Customer wanted entire building 68* but with internet being down on site still we will need a control's tech to come set the thermostats

Fixed temps to customers likings for show
Reset chillers that were not running. Adjusted temps in auditorium and dressing rooms
Upon arrival found both chillers down. Chiller #1 was off on low current. Found badly burnt wire feeding starter. Remove one off of dead circuit #2 and installed. Double checked all connections. Chiller #2 was down due to high head pressure. Found that overload in VFD had tripped. This has been a problem and need to replace. Adjust to higher setting but still trips before reaching setting. Also checked cooling tower and it needs additional belt to get other fan in service. Need to address distribution pan and cleaning of fill for better flow and heat transfer. Stay with units adjusting set point to control load until getting control of load Pickup in-line overload and fan motor for drive cabinet. Attempted to install belt on cooling tower but due to condition of motor pulley couldn't get belt to stay in position. Put chillers back in service and observe operation. Tower is maintaining temperature at this time with only one fan.
Drove to Clinton to pick up a belt. Drove back to the site and tried to add a belt to the cooling tower fan but the pully was in too bad of shape to install the belt. We also had to replace the fan in the cooling tower motor drive
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
4	03/08/2024 Regular Mechanical Heavy	Hour	$156.00	$624.00	$0.00	$624.00
8	03/08/2024 Regular Chiller Heavy	Hour	$156.00	$1,248.00	$0.00	$1,248.00
4	03/05/2024 Regular Chiller Heavy	Hour	$156.00	$624.00	$0.00	$624.00
2	03/05/2024 Overtime Chiller Heavy	Hour	$234.00	$468.00	$0.00	$468.00
8	03/29/2024 Regular Mechanical Heavy	Hour	$156.00	$1,248.00	$0.00	$1,248.00
7.5	03/28/2024 Regular Controls	Hour	$228.00	$1,710.00	$0.00	$1,710.00
	Sub-Total			$5,610.00	$0.00	$5,610.00

Johnson Controls

JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-132520717345 Invoice Date: 08/15/2024
PO #/Auth: Service Request: 1-132276459440
Customer WO#: SR Type: L&M
Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0052

	Materials						
1		Inline 3 Phase Overload	Each	$220.22	$220.22	$0.00	$220.22
1		Belt	Each	$94.85	$94.85	$0.00	$94.85
		Sub-Total			$315.07	$0.00	$315.07
	Fees						
3	Disposal, Environmental & Usage Charge		Each	$45.00	$135.00	$0.00	$135.00
7	Fuel Surcharge Adjustment		Each	$35.00	$245.00	$0.00	$245.00
		Sub-Total			$380.00	$0.00	$380.00
	Mileage						
120	Mileage		Each	$1.84	$220.80	$0.00	$220.80
		Sub-Total			$220.80	$0.00	$220.80
					Invoice Sub-Total		$6,525.87
					Sales Tax		$0.00
					Total Due	USD	$6,525.87

Direct Billing Inquiries: (866) 867-3669

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Johnson Controls

JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-132520717345	Invoice Date:	08/15/2024
PO #/Auth:		Service Request:	1-132276459440
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 967-3809

To Remit Via Credit Card:
Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
cc-cashapplusa@jci.com

INVOICE#: 1-132520717345
AMOUNT DUE: USD $6,525.87

Page 3 of 3

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.
Nays – Stokes.
Absent – None.

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

ORDER REQUESTING RATIFICATION FOR THE PURCHASE OF EQUIPMENT FROM JACKSON BUSINESS SYSTEMS.

WHEREAS, the City of Jackson Parks and Recreation Department needs equipment to ensure information is properly done and promptly; and

WHEREAS, Director Muhammad and Deputy Director James Crump needed laptops for the training seminar at the National Parks and Recreation Association; and

WHEREAS, Jackson Business Systems, Inc. is a For-Profit Company, currently in Good Standing with the State of Mississippi, created pursuant to the Laws of the State of Mississippi on December 31, 1997; and

WHEREAS, Jackson Business Systems, Inc. was the only company that had the laptops available in a short period of time; and

WHEREAS, Jackson Business Systems, Inc. has an invoiced bill for two (2) laptops, three (3) hard-shell cases, and two (2) nylon laptop bags totaling Four Thousand Nine Hundred Forty-Three Dollars ($4,943.00); and

WHEREAS, the above-described services with Jackson Business Systems for the purchase of two (2) MacBook Air laptops, three (3) hard-shell cases, and two nylon laptop bags in the amount of Four Thousand Nine Hundred Forty-Three Dollars ($4,943.00) be approved and made to Jackson Business Systems, Inc. from account number 390.498.00-6242.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described services provided by Jackson Business Systems, Inc.

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

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER REQUESTING RATIFICATION OF PURCHASES MADE FOR THE PETE BROWN GOLF FACILITY'S PRO-SHOP THAT WERE NEEDED FOR THE MAYOR'S CUP GOLF TOURNAMENT.

WHEREAS, the City of Jackson's Parks and Recreation Department manages the Pete Brown Golf Facility. The Facility contains a golf pro-shop wherein golf related items are sold to the public. Several items were purchased from the Acushnet Company (Acushnet) to restock the Facility's pro-shop in anticipation of the Mayor's Cup golf tournament; and

WHEREAS, Acushnet is an active vendor with the City (vendor number 402185). Acushnet has provided the City with numerous invoices covering the golf-related items purchased for the Pete Brown Golf Facility's pro-shop. The invoices are as follows:

Date	Invoice #	Description	Total Price w/o Shipping & Handling
8/2/24	918635557	66159-S | 2 ordered ($42 each) = $84.00 66159-M | 4 ordered ($42 each) = $168.00 66159-ML | 4 ordered ($42 each) = $168.00 66159-L | 5 ordered ($42 each) = $210.00 66159-XL | 5 ordered ($42 each) = $210.00 66159-XXL | 2 ordered ($42 each) = $84.00 66160-S | 2 ordered ($42 each) = $84.00 66160-M | 4 ordered ($42 each) = $168.00 66160-ML | 4 ordered ($42 each) = $168.00 66160-L | 4 ordered ($42 each) = $168.00 66160-XL | 4 ordered ($42 each) = $168.00 (Shipping & Handling = $31.43)	$1,680.00
8/5/24	918645228	TA22PTT-0 | 2 ordered ($17.50 each) = $35.00 TA22PTT-1 | 2 ordered ($17.50 each) = $35.00 TA22SDPTWL-0 | 4 ordered ($27.50 each) = $110.00	$230.00

		TA23DC-01 | 2 ordered ($25.00 each) = $50.00 (Shipping & Handling = $18.38)	
8/6/24	918655586	T2028S | 40 dozen ordered ($41.50 each) = $1,660.00 P4034S-15P-2 (15-ball) | 75 ordered ($14.00 each) = $1,050.00 P4134S-15P-2 (15-ball) | 25 ordered ($14.00 each) = $350.00 (Shipping & Handling = $141.16)	$3,060.00
8/7/24	918664453	T6036S | 100 dozen ordered ($19.00 each) = $1,900.00 (Shipping & Handling = $84.32)	$1,900.00
Total of Goods Purchased w/out Shipping & Handling			$6,870.00
Shipping & Handling Total			$275.29
Grand Total			**$7,145.29**

WHEREAS, Steve Hutton, the City's golf course manager, stated that the Parks and Recreation Department made two (2) orders for all the items listed in the invoices above. However, Acushnet creates invoices as items are shipped. For example, Mr. Hutton stated that he received three (3) shipments of golf balls as each shipment was a different type of golf ball. This generated separate invoices for each type of golf ball; and

WHEREAS, it is in the best interests of the City of Jackson that ratification of the purchases described in the table above made from Acushnet be approved and that prompt payment be made to Acushnet for same.

IT IS, THEREFORE, ORDERED that ratification of the purchases described in this Order made from Acushnet is approved and that prompt payment shall be made to Acushnet for same. Payment shall be made in the manner described below:

1. Payment of Six Thousand Eight Hundred and Seventy Dollars ($6,870.00) shall be made to Acushnet from account number 005.504.30-6730.
2. Payment of Two Hundred Seventy-Five Dollars and Twenty-Nine Cents ($275.29) shall be made to Acushnet from account number 005.501.10-6422.

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

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER REQUESTING APPROVAL OF RATE INCREASES TO PETE BROWN GOLF FACILITY TO BECOME MORE IN LINE WITH SURROUNDING AREA GOLF COURSES WHILE AT THE SAME TIME REMAINING SLIGHTLY LOWER THAN SURROUNDING AREA GOLF COURSES.

WHEREAS the City of Jackson operates a public golf course; and

WHEREAS, the City desires to keep golf rates below the rates of comparable golf courses in the surrounding area; and

WHEREAS, the budget needs of the golf course continue to increase as equipment needs repair and as golf continues to see increased play; and

WHEREAS, the rates for Pete Brown Golf Course have fallen well below the rates of the surrounding area as depicted in the chart below;

	Pete Brown Current	Pete Brown Proposed	Live Oaks	Eagle Ridge
18-Hole Greens Fee Weekday	$12.50	$15.00	$30.00	$15.00
9-Hole Greens Fee Weekday	$10.50	$12.00	$20.00	$12.00
18-Hole Greens Fee Weekend	$14.50	$20.00	$40.00	$24.00
9-Hole Greens Fee Weekend	$14.50	$15.00	$25.00	$17.00
18-Hole Cart (Per Person)	$12.50	$15.00	$20.00	$16.00
9-Hole Cart (Per Person)	$6.25	$8.00	$10.00	$8.00
Annual w/Single Rider Cart	$950.00	Eliminate	N/A	N/A
Annual w/Single Rider SR/JR/FR/VET/COJ/COJR	$720.00	Eliminate	N/A	N/A
Annual w/Shared Cart	$800.00	$1,200.00	$3,000.00	$1,350.00
Annual w/Shared Cart SR/JR/FR/VET/COJ/COJR	$650.00	$950.00	N/A	N/A
Monthly (Cart not included)	$50.00	$75.00	$145.00	$100.00
Monthly SR/JR/FR/VET/COJ/COJR (Cart not included)	$35.00	$50.00	$115.00	$75.00
Monthly (Cart included)	N/A	$150.00	$250.00	N/A
Monthly SR/JR/FR/VET/COJ/COJR (Cart included)	N/A	$100.00	N/A	N/A
College Student /Semester (Cart included)	$195.00	$195.00	N/A	N/A
College Student /Semester (Cart not included)	$98.00	$98.00	N/A	N/A
Trail Fee Day (Private Carts)	N/A	$10.00	N/A	N/A
Trail Fee Month (Private Carts)	N/A	$50.00	N/A	$70.00
Trail Fee Year (Private Carts)	N/A	$500.00	N/A	$700.00
Range Small	$4.00	$4.00	No Range	$5.00
Range Medium	$6.00	$6.00	No Range	N/A
Range Large	$8.00	$8.00	No Range	N/A
Outings Friday-Sunday (includes greens fee, cart, range)	$35.00	$40.00	$50.00	$40.00
Outings Monday-Thursday (includes greens fee, cart, range)	$30.00	$35.00	$50.00	$35.00
Twilight (Times vary based on daylight)	$20.00	$20.00	$30.00	$25.00
**SR/JR/FR/VET/COJ/COJR (Seniors 60 and over / Junior 29 and under / First Responders / Veterans / City of Jackson Employees / City of Jackson Retired with 20+ years)				

IT IS, HEREBY ORDERED that fees at the Pete Brown Golf Course shall be increased as follows, effective January 1, 2025:

	Pete Brown Current	Pete Brown Proposed	Live Oaks	Eagle Ridge
18-Hole Greens Fee Weekday	$12.50	$15.00	$30.00	$15.00
9-Hole Greens Fee Weekday	$10.50	$12.00	$20.00	$12.00
18-Hole Greens Fee Weekend	$14.50	$20.00	$40.00	$24.00
9-Hole Greens Fee Weekend	$14.50	$15.00	$25.00	$17.00
18-Hole Cart (Per Person)	$12.50	$15.00	$20.00	$16.00
9-Hole Cart (Per Person)	$6.25	$8.00	$10.00	$8.00
Annual w/Single Rider Cart	$950.00	Eliminate	N/A	N/A
Annual w/Single Rider SR/JR/FR/VET/COJ/COJR	$720.00	Eliminate	N/A	N/A
Annual w/Shared Cart	$800.00	$1,200.00	$3,000.00	$1,350.00
Annual w/Shared Cart SR/JR/FR/VET/COJ/COJR	$650.00	$950.00	N/A	N/A
Monthly (Cart not included)	$50.00	$75.00	$145.00	$100.00
Monthly SR/JR/FR/VET/COJ/COJR (Cart not included)	$35.00	$50.00	$115.00	$75.00
Monthly (Cart included)	N/A	$150.00	$250.00	N/A
Monthly SR/JR/FR/VET/COJ/COJR (Cart included)	N/A	$100.00	N/A	N/A
College Student /Semester (Cart included)	$195.00	$195.00	N/A	N/A
College Student /Semester (Cart not included)	$98.00	$98.00	N/A	N/A
Trail Fee Day (Private Carts)	N/A	$10.00	N/A	N/A
Trail Fee Month (Private Carts)	N/A	$50.00	N/A	$70.00
Trail Fee Year (Private Carts)	N/A	$500.00	N/A	$700.00
Range Small	$4.00	$4.00	No Range	$5.00
Range Medium	$6.00	$6.00	No Range	N/A
Range Large	$8.00	$8.00	No Range	N/A
Outings Friday-Sunday (includes greens fee, cart, range)	$35.00	$40.00	$50.00	$40.00
Outings Monday-Thursday (includes greens fee, cart, range)	$30.00	$35.00	$50.00	$35.00
Twilight (Times vary based on daylight)	$20.00	$20.00	$30.00	$25.00
**SR/JR/FR/VET/COJ/COJR (Seniors 60 and over / Junior 29 and under / First Responders / Veterans / City of Jackson Employees / City of Jackson Retired with 20+ years)				

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

President Lindsay recognized **Abram Muhammad, Director of Park and Recreation,** who provided a brief overview of said item.

President Lindsay recognized **Council Member Clay** who moved; seconded by **President Lindsay** to amend said order to change the annual fee from "50% to 25% and weekday/weekend fee to 25% across the board". The motion prevailed by the following vote:

Yeas –Banks, Clay, Foote, Grizzell, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

Thereafter, **President Lindsay** called for a vote on said Order as amended.

ORDER REQUESTING APPROVAL OF RATE INCREASES TO PETE BROWN GOLF FACILITY TO BECOME MORE IN LINE WITH SURROUNDING AREA GOLF COURSES WHILE AT THE SAME TIME REMAINING SLIGHTLY LOWER THAN SURROUNDING AREA GOLF COURSES.

WHEREAS the City of Jackson operates a public golf course; and

WHEREAS, the City desires to keep golf rates below the rates of comparable golf courses in the surrounding area; and

WHEREAS, the budget needs of the golf course continue to increase as equipment needs repair and as golf continues to see increased play; and

WHEREAS, the rates for Pete Brown Golf Course have fallen well below the rates of the surrounding area as depicted in the chart below:

	Pete Brown Current	Pete Brown Proposed	Live Oaks	Eagle Ridge
18-Hole Greens Fee Weekday	$12.50	$15.00	$30.00	$15.00
9-Hole Greens Fee Weekday	$10.50	$12.00	$20.00	$12.00
18-Hole Greens Fee Weekend	$14.50	$20.00	$40.00	$24.00
9-Hole Greens Fee Weekend	$14.50	$15.00	$25.00	$17.00
18-Hole Cart (Per Person)	$12.50	$15.00	$20.00	$16.00
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Annual w/Single Rider Cart	$950.00	Eliminate	N/A	N/A
Annual w/Single Rider SR/JR/FR/VET/COJ/COJR	$720.00	Eliminate	N/A	N/A
Annual w/Shared Cart	$800.00	$1,200.00	$3,000.00	$1,350.00
Annual w/Shared Cart SR/JR/FR/VET/COJ/COJR	$650.00	$950.00	N/A	N/A
Monthly (Cart not included)	$50.00	$75.00	$145.00	$100.00
Monthly SR/JR/FR/VET/COJ/COJR (Cart not included)	$35.00	$50.00	$115.00	$75.00
Monthly (Cart included)	N/A	$150.00	$250.00	N/A
Monthly SR/JR/FR/VET/COJ/COJR (Cart included)	N/A	$100.00	N/A	N/A
College Student /Semester (Cart included)	$195.00	$195.00	N/A	N/A
College Student /Semester (Cart not included)	$98.00	$98.00	N/A	N/A
Trail Fee Day (Private Carts)	N/A	$10.00	N/A	N/A
Trail Fee Month (Private Carts)	N/A	$50.00	N/A	$70.00
Trail Fee Year (Private Carts)	N/A	$500.00	N/A	$700.00
Range Small	$4.00	$4.00	No Range	$5.00
Range Medium	$6.00	$6.00	No Range	N/A
Range Large	$8.00	$8.00	No Range	N/A
Outings Friday-Sunday (Includes greens fee, cart, range)	$35.00	$40.00	$50.00	$40.00
Outings Monday-Thursday (Includes greens fee, cart, range)	$30.00	$35.00	$50.00	$35.00
Twilight (Times vary based on daylight)	$20.00	$20.00	$30.00	$25.00
**SR/JR/FR/VET/COJ/COJR (Seniors 60 and over / Junior 29 and under / First Responders / Veterans / City of Jackson Employees / City of Jackson Retired with 20+ years)				

IT IS HEREBY ORDERED that fees at the Pete Brown Golf Course shall be adjusted as follows, effective January 1, 2025:

	Pete Brown Proposed
18-Hole Greens Fee Weekday	$15.00
9-Hole Greens Fee Weekday	$12.00
18-Hole Greens Fee Weekend	$20.00
9-Hole Greens Fee Weekend	$15.00
18-Hole Cart (Per Person)	$15.00
9-Hole Cart (Per Person)	$8.00
Annual w/Single Rider Cart	Eliminate
Annual w/Single Rider SR/JR/FR/VET/COJ/COJR	Eliminate
Annual w/Shared Cart	$1,200.00
Annual w/Shared Cart SR/JR/FR/VET/COJ/COJR	$950.00
Monthly (Cart not included)	$75.00
Monthly SR/JR/FR/VET/COJ/COJR (Cart not included)	$50.00
Monthly (Cart included)	$150.00
Monthly SR/JR/FR/VET/COJ/COJR (Cart included)	$100.00
College Student /Semester (Cart included)	$195.00
College Student /Semester (Cart not included)	$98.00
Trail Fee Day (Private Carts)	$10.00
Trail Fee Month (Private Carts)	$50.00
Trail Fee Year (Private Carts)	$500.00
Range Small	$4.00
Range Medium	$6.00
Range Large	$8.00
Outings Friday-Sunday (includes greens fee, cart, range)	$40.00
Outings Monday-Thursday (includes greens fee, cart, range)	$35.00
Twilight (Times vary based on daylight)	$20.00
**SR/JR/FR/VET/COJ/COJR	
(Seniors 60 and over / Junior 29 and under /	
First Responders / Veterans /	
City of Jackson Employees /	
City of Jackson Retired with 20+ years)	

Yeas – Banks, Clay, Grizzell, Hartley, Lindsay and Stokes.
Nays – Foote.
Absent – None.

****

ORDER RATIFYING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND GROW AMERICA.

WHEREAS, the City of Jackson, Office of Economic Development, was awarded a grant for one hundred thousand dollars ($100,000) from the Sustainable Cities Fund, in partnership with Bloomberg Philanthropies, whose mission is to ensure better, longer lives for the greatest number of people by focusing on five key areas: the arts, education, the environment, government innovation, and public health; and

WHEREAS, Grow America shall provide the personnel, services, and supplies necessary to present the SEED Academy for a cohort that does not exceed 50 participants in Jackson, Mississippi; and

WHEREAS, the funding will be paid directly to Grow America to for the implementation of Grow America's Supporting Empowered Emerging Developers (SEED) Academy, intensive training and technical assistance program for BIPOC real estate developers, from January 1, 2025 through December 31, 2026; and

WHEREAS, the following components will be included in the SEED Academy according to the timeline outlined: 1) Pre-Academy Groundwork/Organization: Grow America will assess the community landscape through a survey and meet with our local partner to evaluate the findings. Grow America will assist in forming a steering committee by identifying members and establishing roles. Grow America will support the selection of academy participants by assisting in developing criteria, reviewing applications, and making recommendations; 2) Core Instruction and Capstone: Grow America will organize pre-academy meetings to prepare participants and outline objectives. Grow America will deliver the core instructional content and guide participants through the capstone project; 3) Post-Academy Technical Assistance: Following the academy, Grow America will provide ongoing technical support to help participants implement what they have learned; and 4) Deep Dives: Grow America will conduct focused deep dive sessions on specific topics; and

WHEREAS, the roles, contributions, and responsibilities of the parties are as follows: A.1: The City shall designate a representative to work with GA to ensure each stage of the project and the scope of work have been completed. A.2: The City shall assist with marketing and recruiting of participants for SEED Academy.

B.1: GA shall provide the personnel, services, and supplies necessary for the presentation Supporting Empowered Emerging Developers (SEED) Academy for a maximum of 25 participants or a lesser amount if not fully enrolled.

B.2: GA will carry out the SEED Academy per the detailed description provided in the SEED Academy program outline and the program components.

i. The following components are to be included in the SEED Academy, according to the timeline outlined in Schedule D:
   - Pre-Academy Groundwork/Organization: The Subrecipient will assess the community landscape through a survey and meet with the LEDC to evaluate the findings. Grow America will assist in forming a steering committee by identifying members and establishing roles. Grow America will support the selection of academy participants by assisting in developing criteria, reviewing applications, and making recommendations.
   - Core Instruction and Capstone: Grow America will organize pre-academy meetings to prepare participants and outline objectives. Grow America will deliver the core instructional content detailed in the agenda (Exhibit A) and guide participants through the capstone project.
   - Post-Academy Technical Assistance: Following the academy, Grow America will provide ongoing technical support to help participants implement their learnings.
   - Deep Dives: Grow America will conduct focused deep dive sessions on specific topics.

ii. E-mail presession materials to Academy participants no later than one (1) week before the Core Instruction and Capstone begins.

iii. Register all SEED Academy participants into its registration system.

iv. Distribute e-mailed evaluations to training participants after they complete the Core Instruction and Capstone phases of the program and after each Deep Dive.

v. Decide on the topic and length of each Deep Dive session. There is a limit of four (4) individual sessions and no more than eight (8) hours of instruction Exhibit A for Deep Dive sessions. Deep Dive sessions will be conducted remotely. They may be completed within 12 months after the Core Instruction and Capstone phase ends.

vi. Provide SEED Academy participants with post-academy technical assistance for six (6) months after completing the Core Instruction and Capstone phase.

vii. Deliver timely and comprehensive reporting throughout the term of this agreement and at its conclusion. Grow America will also deliver quarterly reporting and a final report upon concluding this Agreement's term, including a

narrative and informational form that addresses aggregate outcomes of all aspects of the Services. Reporting obligations shall survive the termination of this Agreement.

WHEREAS, the effectiveness, duration, and termination of this agreement will be that this MOU shall be effective January 1, 2025, through December 31, 2026. Upon completion and the City's approval, the City will determine the continuation and sustainability of the SEED Academy. Any party may at any time terminate this MOU with cause upon written notice to the other parties following another party's failure to reasonably cure an event of non- performance hereunder following thirty (30) days' written notice thereof. Termination shall be effective (the "Effective Date of Termination") as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this MOU shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein; and

WHEREAS, additional terms of this agreement are as follows:

A. **COMPLIANCE WITH GOVERNING LAW.** Each party shall comply with all federal, state, and local laws, rules and regulations in its pursuit hereof. No party in its performance of this MOU shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, gender identification, or status as a disabled veteran or veteran of the Vietnam era.

B. **CAPACITY OF CITY AND GROW AMERICA.** Each party is acting in an independent contractor capacity. Nothing in this MOU and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency, or employment relationship, jointly and severally. In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits, and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Grow America. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Grow America or its subcontractors will not for any purpose be considered employees or agents of the City. Grow America (or any subcontractor) assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. The City and GA agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. GA agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment, or disability benefits, to be provided by the City. The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations, or on the exercise of their rights under this MOU, including without limitation income, payroll or employment-related taxes and payments. The parties agree that funding for the SEED Academy shall come from private sources and no public funds will be used other than that which is mentioned in this MOU. No party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

C. **INDEMNIFICATION.** To the furthest extent allowed by law, GA shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, GA, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SMI's obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY any of its officers, officials, employees, agents, or volunteers. If GA should subcontract all or any portion of the work to be performed under this Agreement, GA shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

D. **NOTICES.** Any notice required or intended to be given to a party under the terms of this MOU shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or GA Representative, or (c) three (3) business days after the date of mailing (postage pre- paid return receipt requested). Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other.

E. **BINDING.** Once this MOU is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives. The terms and conditions of this MOU, express or implied, exist only for the benefit of the parties to this MOU and their respective successors and assigns. No other person or entity will be deemed to be a third-party beneficiary of this MOU.

F. **ASSIGNMENT.** There shall be no assignment by any party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

G. **WAIVER.** The waiver by any party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this MOU unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the MOU shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

H. **GOVERNING LAW AND VENUE.** This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Jackson, MS.

I. **HEADINGS.** The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this MOU.

J. **SEVERABILITY.** The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

K. **INTERPRETATION.** The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

L. **REPRESENTATIONS AND WARRANTIES SMI.** represents and warrants that it is a duly authorized and existing nonprofit unincorporated association in good standing, and shall remain in good standing during the term of this MOU. SMI agrees that it has the full power and authority to enter into this MOU and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this MOU.

M. **ENTIRE MOU.** It is mutually understood and agreed that the foregoing constitutes the entire MOU between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

IT IS, THEREFORE, ORDERED that the City of Jackson will receive, in addition to tailored support and technical assistance, for its BIPOC residents, skills development, community engagement, the establishment of effective avenues to drive affordable housing and more equitable outcomes for developers in all stages of real estate development;

NOW, THEREFORE, IT IS FURTHERED ORDERED that the Mayor is authorized to enter into a Memorandum of Understanding (MOU) with Grow America.

Council Member Banks moved adoption; **Vice President Grizzell** seconded
Yeas –Banks, Clay, Foote, Grizzell, Lee, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER RATIFYING AND AUTHORIZING THE PAYMENT OF FIVE THOUSAND AND SIXTY-FOUR DOLLARS ($5064.00) TO THE CAPITAL CITY CONVENTION CENTER COMMISSION FOR HOSTING THE CITY OF JACKSON'S NETWORKING SEMINAR AND RECEPTION ON DECEMBER 5, 2024.

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

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

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, hosted this one-day networking event at the Jackson Convention Complex ("JCC") to provide space for the execution of sessions and workshops focusing on "City Contracting and Procurement Opportunities" on Thursday, December 5, 2024, from 6 p.m. to 9 p.m.; and

WHEREAS, in an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) held this event; and

WHEREAS, this event allows the City of Jackson to share and exchange resources with vendors and thereby enhancing the effectiveness of the City of Jackson's business outreach efforts to bring minority sub-contractors to the table to learn about City of Jackson's contracting opportunities and Procurement Protocols; and

WHEREAS, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

WHEREAS, Capital City Convention Center Commission with its offices located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, did not charge the City a fee to use portions of the JCC, but did charge Five Thousand and Sixty-Four Dollars $5,064.00 for security, food/beverage and audio/video; and

WHEREAS, the Department of Planning and Development, through its Office of Economic Development, recommends that the governing authority for the City of Jackson find that the payment Five Thousand and Sixty-Four Dollars $5,064.00 for security, food/beverage, and audio/video to the Capital City Convention Center for said event brought favorable notice to the opportunities and resources of the City of Jackson, and; therefore, the mayor is authorized under Section 17-3-1 to expend such funds.

IT IS, HEREBY ORDERED that the governing authorities for the City of Jackson find that the payment Five Thousand and Sixty-Four Dollars $5,064.00 for security, food/beverage, and audio/video to the Capital City Convention Center for said event brought favorable notice to the opportunities and resources of the City of Jackson, and; therefore, the mayor is authorized under Section 17-3-1 to expend such funds.

Council Member Banks moved adoption; **Vice President Grizzell** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH M3A ARCHITECTURE, PPLC FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR LIVINGSTON PARK GREENSPACE.

WHEREAS, the City of Jackson's Department of Planning and Development/Office of Economic Development (OED) solicited statements of qualifications from M3A Architecture, PLLC and MSU School of Architecture for the consulting and design services for the Livingston Park Greenspace; and

WHEREAS, both firms responded and submitted proposals which were evaluated by OED. The Department of Planning and Development/Office of Economic Development selected M3A Architecture, PLLC for the project; and

WHEREAS, the project will consist of design and development of the Livingston Park Green Space; and

WHEREAS, this development is a flexible and vibrant urban space designed to revitalize under-developed Jackson Zoo Greenspace, to create a space that has an impact on the civic infrastructure of the Jackson Zoo, and to contribute to the growth and development of the Jackson Zoo. OED anticipates that the design will create an attractive outdoor space for entertainment; and

WHEREAS, this agreement includes research, architectural, engineering, construction management, and other services for the selective design build of the Livingston Park Greenspace; and

WHEREAS, OED sought an engineering firm that would research and report the opportunities and restrictions for the 30+ acres greenspace; that would organize the meet and charrette development activities; and design a dynamic and inclusive greenspace at Livingston Park; and

WHEREAS, M3A Architecture, PLLC's scope of services will consist of the following:

Task 1 – Research and report the opportunities and restrictions analysis of the 30+ acre track and provide a balanced assessment of the site to guide future decision making and planning efforts.

Task 2 – Organize a meet and charrette with civic stakeholders to collaborative develop program components for the Livingston Park Green space by identifying these stakeholders, sending invites to the meetings, compiling and presenting information on the site/infrastructure at these meetings, encouraging feedback and reporting out the sessions.

Task 3 – Design a dynamic and inclusive green space that fosters community engagement and outdoor enjoyment via interactive art installations; social spaces; lawn games, myriads of food and beverage options, an amphitheater, a waterpark, and lighting designs.

WHEREAS, Jhai Keeton is authorized as the representative for the city of Jackson in this agreement; and WHEREAS, the Architect shall maintain the following insurance until termination of this Agreement and for a period of one (1) year following the completion of construction:

Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage;

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage;

The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers;

Workers' Compensation at statutory limits;

Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($ 1,000.000.00) policy limit; Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate;

Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations; and

The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5; and

WHEREAS, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project; and

WHEREAS, either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause; and

WHEREAS, nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Owner; and

WHEREAS, if the services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Architect, the Architect shall immediately notify Owner, proposing the length of an extension and the additional compensation thereof; Architect shall only proceed to perform the identified Additional Services after written authorization by the governing authorities in the form of an amendment to this Agreement; and extension of the Architect's services beyond that time shall be compensated as Additional Services; and

WHEREAS, M3A Architecture, PLLC will have the following hourly billing rates for services:

· Principal Architect/Engineer	$225/hour
· Project Architect/Engineer (Registered)	$180/hour
· Project Manager	$180/hour
· CAD Operator	$150/hour
· Administrator	$50/hour

WHEREAS, the compensation to the Architect under the agreement will be a stipulated sum as follows:

The total fee shall not exceed $30,000.00; and

WHEREAS, when compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

· Preliminary Design	Fifty percent (50 %)
· Final Design	Fifty percent (50 %)
· Total Basic Compensation	One Hundred percent (100%)

WHEREAS, the City shall reimburse the Architect for expenses incurred in the interest of the project plus zero percent (0.0%). Reimburse expenses are in addition to compensation for basic, supplemental, and additional services and includes expenses incurred by the architect and the architect's consultants directly related to the project, as follows:

- Permitting and other fees required by authorities having jurisdiction over the Project;
- Printing, reproductions, plots, and standard form documents;
- Postage, handling, and delivery;
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- All taxes levied on professional services and on reimbursable expenses;
- Other similar Project-related expenditures

WHEREAS, M3A Architecture, PLLC proposes to bill according to a payment schedule broken out by deliverable milestones. The completion and delivery of each deliverable will signal the preparation and submission of the next appropriate invoice; and

WHEREAS, Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of one point five percent (1.5%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect; and

WHEREAS, at the request of the City, the Architect shall provide additional services not included in Article 1 of the Agreement (Attachment A) for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with M3A Architecture, PLLC, A Professional Association for architectural and engineering services for conceptual design services in a total amount not to exceed $30,000.00 and reimbursable expenses in accordance with the provisions set forth in this Order.

Exhibit A

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2nd *day of January* in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
The City of Jackson
Jackson City Hall
219 S. President St.
Jackson, Mississippi 39201

and the Architect:
(Name, legal status, address and other information)

M3A Architecture, PLLC
4880 McWillie Circle
Jackson, Mississippi 39206

for the following Project:
(Name, location and detailed description)
Conceptual architectural design an outdoor event space at Livingston Park at the City of Jackson Zoo. The concept will include a grassy outdoor area that will host seasonal live music, lawn games, various events and concessions- making it a dynamic, state-of-the-art destination within the city of Jackson.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project.

Task 1: Research and report the opportunities and restrictions analysis of the 30+ acre track and provide a balanced assessment of the site to guide future decision making and planning efforts

Task 2: Organize a meet and charrette with civic stakeholders to collaborative develop program components for the Livingston Park Green space by identifying these stakeholders, sending invites to the meetings, compiling and presenting information on the site/infrastructure at these meetings, encouraging feedback and reporting out the sessions

Task 3: Design a dynamic and inclusive green space that fosters community engagement and outdoor enjoyment via interactive art installations; social spaces; lawn games, myriad of food and beverage options, an amphitheater, a waterpark, and lighting designs
The Architect's services include the following consulting services, if any:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner is responsible to remit payment according to Article 6.

ARTICLE 5 MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect's Compensation shall be:

Thirty Thousand Dollars and Zero Cents ($30,000)

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When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of service shall be as follows:

Preliminary Design	(50%)
Final Design	(50%)
Total Basic Compensation	(100%)

Mc3lroy Architecture, PLLC will have the following hourly billing rates for services:

Architect/Engineer	$225/hour
Architect/Engineer (Registered)	$180/hour
CAD Operator	$150/hour
Administrator	$ 50/hour

The Owner shall pay the Architect an initial payment of Zero ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0.0 %). Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Permitting and other fees required by authorities having jurisdiction over the Project;
2. Printing, reproductions, plots, and standard form documents;
3. Postage, handling, and delivery;
4. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
5. All taxes levied on professional services and on reimbursable expenses;
6. Other similar Project-related expenditures.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of zero percent (0 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The Architect shall maintain the following insurance until termination of this Agreement.

Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required, and in

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no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

The services listed below are not included in Architects Services but may be required for the Project. Supplemental Services specifically excluded from Architects Services are as follows:

1. Mechanical Engineering
2. Electrical Engineering
3. Structural Engineering
4. Civil Engineering
5. Geotechnical Engineering
6. Property and Boundary Surveying
7. Food Service Design and Coordination

The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	ARCHITECT *(Signature)*
Chokwe Antar Lumumba Mayor	William L. McElroy, Principal Architect
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Council Member Banks moved adoption; **Council Member Hartley** seconded.

Yeas – Banks, Clay, Foote, Grizzell, Hartley, Lindsay and Stokes.
Nays – None.
Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON FOR AN ACTIVE TRAFFIC SIGNAL MANAGEMENT PROGRAM FOR CERTAIN INTERSECTIONS LOCATED ALONG THE STATE HIGHWAY SYSTEM WITHIN THE CITY OF JACKSON.

WHEREAS, the Mississippi Transportation Commission (the Commission) has identified a need for improvements and modifications to traffic signals along the State Highway System

within city limits to enhance the safety and reliability through an active traffic management program as a part of Project No. CRP-9999-05(417); and

WHEREAS, the City is currently responsible for maintaining all traffic signals within city limits under Section 65-1-75 Miss. Code Ann.; and

WHEREAS, the City recognizes the importance of an active traffic management program and continuous function of traffic signals within its city limits and is willing to collaborate with the Commission to address this need under Project No. CRP-9999-05(417); and

WHEREAS, the Commission has the authority under Section 65-1-8 and 65-1-27, Miss. Code Ann., to cooperate with the City for the modification of the signal control equipment to provide a greater degree of safety and improve the safe flow of traffic along the State Highway System; and

WHEREAS, the purpose of the Memorandum of Understanding is to establish and define the respective responsibilities, obligations, and agreements of the Commission and the City with respect to an Active Traffic Signal Management program as part of Project No. CRP-9999-05(417) (109407-103000/104000); and

WHEREAS, pursuant to the terms of the Memorandum of Understanding, the City agrees to fulfill the following responsibilities:

I. The City will:

a. Relinquish operational and maintenance responsibilities of all listed traffic signals along State Highway System within the City limits located at the following intersections:

i. US 80 at State St,
ii. US 80 at S. Gallatin St,
iii. Gallatin Rd at I-20 WB Ramp/West St,
iv. I-20 EB Ramp at Terry Road,
v. US 80 at Terry Road,
vi. US 80 at Valley Road,
vii. US 80 at Ellis Ave,
viii. US 80 at John Lynch St,
ix. US 80 at Metro Mall Center,
x. US 80 at Robinson Road,
xi. US 80 at Westhaven,
xii. US 80 at Wiggens Road,
xiii. US 80 at Shaw Road,
xiv. Lakeland Dr at I-55 SB Ramp,
xv. Lakeland Dr at I-55 NB Ramp,
xvi. Lakeland Dr at Cool Papa Bell,
xvii. Lakeland Dr at Lakeland Terrace,
xviii. Lakeland Dr at Ridgewood Rd,
xix. Lakeland Dr at River Ridge Road; and

b. Reassume maintenance responsibilities upon completion of the Consultant Engineering Project, "Active Traffic Signal Operations (MACTS Ops) in Metro Jackson" Project No. CRP-9999-05(417) (109407-103000/104000); and

WHEREAS, pursuant to the Memorandum of Understanding, the Mississippi Transportation Commission agrees to do the following:

II. THE COMMISSION WILL:

a. Accept maintenance responsibilities of all listed traffic signals (shown above) along State Highway System within the City limits throughout the duration of Project No. CRP-9999-05(417) (109407-103000/104000); and

b. Relinquish maintenance responsibilities of all subject traffic signals within the City limits upon completion of Project No. CRP-9999-05(417) (109407-103000/104000); and

c. Give thirty (30) day notice of termination of Project No. CRP-9999-05(417) (109407-103000/104000) from whence the City will resume maintenance of the subject traffic signals.

WHEREAS, the City and the Mississippi Transportation Commission agree to the following terms:

1. This agreement may be terminated by mutual agreement of the parties.
2. All contracts and subcontracts shall include a provision for compliance with "the Mississippi Employment Protection Act," as codified in the Mississippi Code of 1972, as amended. Under this Act the City and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United Sates Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 110 Stat. 3359, as amended.
3. It is understood that this is a Memorandum of Understanding and that more specific requirements for this project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The City agrees that it will abide by all such applicable authority.
4. This Agreement may be amended in writing as mutually agreed upon by the parties.
5. Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.
6. The relationship of the City to the Commission is that of an independent contractor, and the parties, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves consistently with such status, 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 an officer or 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.
7. 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.
8. The Commission, MDOT, and all their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement 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.
9. The City and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT, or any of their contractors or subcontractors.
10. The Commission will not be a party to any contract or subcontract entered into by the City, other than this Agreement.
11. The Commission executes all its orders and directives through the Executive Director of MDOT and that the City executes all of its orders and directives through the Mayor.
12. Unless otherwise notified in writing to the contrary, the appropriate contact person for the Commission for matters pertaining to this Agreement shall be:
    Mr. James Sullivan
    MDOT State Traffic Engineer
    Post Office Box 1850
    Jackson, MS 39215-1850
    Telephone: (601) 359-1454
    Facsimile: (601) 359-5918
13. Unless otherwise notified in writing to the contrary, the appropriate contact person for the City for matters pertaining to this Agreement shall be:
    Mr. Louis Wright

Public Works Office
Warren Hood Building, 1th Floor
200 South President Street,
Jackson, MS 39201
Telephone: (601) 946-2887

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone number; and

WHEREAS, the Department of Public Works recommends entering into this Memorandum of Agreement for the purpose of completing the resurfacing of Woodrow Wilson Avenue.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Mississippi Transportation Commission for an Active Traffic Signal Management Program consistent with the terms and conditions set forth herein.

Council Member Hartley moved adoption; **President Lindsay** seconded.

Yeas – Banks, Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Grizzell.

Note: Vice President Grizzell left the meeting during the discussion.

****

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AGREEMENT WITH NEEL- SCHAFFER, INC. TO DEVELOP AND EXECUTE THE CLOSURE AND REMEDIATION ACTION PLAN AT THE CITY OF JACKSON RUBBISH FILL IN ACCORDANCE WITH ISSUED REGULATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL.

WHEREAS, the Solid Waste Division of the Department of Public Works believes that it would be in the best interest of the City of Jackson to have Neel Schaffer provide professional services and assistance in drafting a Closure and Remediate Action Plan for the Rubbish Fill in Byram, MS; and

WHEREAS, Neel-Schaffer will provide engineering services to alleviate fill issues, procurement of contractors and continued development guidance for the cell extension; and

WHEREAS, Neel-Schaffer will provide the following engineering services in accordance with the Mississippi Department of Environmental Quality issued regulations and requirements:

1. Topographic mapping of the site utilizing aerial LiDAR. Features will be extracted from the processed point cloud at 50 foot intervals. A surface and contours will be generated and submitted in AutoCad Civil 3D format.
2. Develop grading plan to remove overfill material and construct necessary 2-foot low permeability cover to permitted elevation of 362 feet MSL.
3. Provide scope of work and v=necessary drawings to be reviewed by MDEQ for approval
4. Provide bid documents, scope of works, specifications, and contract documents to bid the construction in accordance with the City of Jackson and Mississippi Procurement regulations.
5. Observation and topographic mapping of construction of the new grading plan.
6. Materials testing for final cover construction.
7. Certification of the completed work in accordance with MDEQ request.
8. Continued construction guidance for the development of the cell extension.

WHEREAS, the contract is also subject to the following general terms and conditions:

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.
8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services

performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

9. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third-party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by Mississippi law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third-party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that successor in office of the Client, the City of Jackson shall not be bound by the terms of the contract; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    a. Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;

    b. Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;

    c. Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and

    d. Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse

to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

14. **Force Majeure**. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

15. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

16. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

17. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

18. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

19. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

20. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

21. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

22. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

23. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

24. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

25. Conflicting Terms. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

WHEREAS, the schedule for performing the work will be as follows:

Survey:	60 days
Plan:	30 days
Approval MDEQ:	Unknown (assume 30 days)
Bid Documents and Bidding:	45 days
Award:	30 days
Completion of Construction:	120 days
Final Acceptance:	By December 31, 2025

WHEREAS, Neel-Schaffer will provide the engineering services in accordance with the schedule as described above, and the development plan will include all current and recent MDEQ requirements for the sum of $62,000,00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with Neel-Schaffer to provide professional engineering services for the development and execution of a Closure and Remediation Action Plan in accordance with the current and recently issued regulations and requirements of the Mississippi Department of Environmental Quality for a total amount not to exceed $62,000.00 consistent with the terms and conditions set forth herein.

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

President Lindsay recognized **David Bowan of Neel-Schaffer and LaKesha Weathers, Solid Waste Manager**, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Banks and Grizzell.

Note: Council Member Banks left the meeting during the discussion.

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ORDER AUTHORIZING PAYMENT OF $11,000.00 TO TIMOTHY LEWIS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on May 9, 2024, water flooded the home located at 218 Valley Ridge Drive, Jackson, Mississippi, owned and occupied by Timothy Lewis, causing damage to flooring and personal items; and

WHEREAS, the City Attorney's office has determined that compromising the claim is in the best interest of the City of Jackson; and

WHEREAS, the homeowner incurred costs associated due to the water damage which includes: repair/replacement to carpet, floors, other personal items.

IT IS, HEREBY ORDERED that payment in the amount of $11,000.00 be made to Timothy Lewis, as a compromised full and complete settlement for any and all claims resulting from property damage and expenses related to the incident that occurred on May 9, 2024, due to flood into the residence located at 218 Valley Ridge Drive, Jackson, Mississippi.

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

Yeas – Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.

Absent – Banks and Grizzell.

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ORDER AUTHORIZING PAYMENT OF $8,702.42 TO SHERRIE GREEN AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.

WHEREAS, on May 30, 2023, sewage began to back up into the home located at 2262 Breckenridge Road, Jackson, Mississippi, owned and occupied by Sherrie Green, causing damage to flooring, walls, kitchen, carpet and personal items; and

WHEREAS, the City Attorney's office has determined that compromising the claim is in the best interest of the City of Jackson; and

WHEREAS, pursuant to the current consent decree, the City of Jackson paid for the clean up to the residence located at 2262 Breckenridge Road, Jackson, Mississippi, in the amount of $16,229.65 for the May 30, 2023, incident; and

WHEREAS, the homeowner incurred costs associated with the sewage backup which includes: repair/replacement to carpet, floors, sheet rock, fixtures, furniture, temporary housing and replacement of other personal items.

IT IS, HEREBY ORDERED that payment in the amount of $8,702.42 be made to Sherrie Green, as a compromised full and complete settlement for any and all claims resulting from property damage and expenses related to the incident that occurred on May 30, 2023, due to sewage backup into the residence located at 2262 Breckenridge Road Street, Jackson, Mississippi.

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

Yeas – Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Banks and Grizzell.

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ORDER AUTHORIZING PAYMENT OF $5,500.00 TO KAYLA DAVIS AS SETTLEMENT OF VEHICLE CLAIM.

WHEREAS, on July 2, 2024, she was traveling on West Street in the far-left lane when she struck uneven pavement that caused her to be airborne into the gate and totaled out her 2016 Mimi Cooper Countryman S.; and

WHEREAS, the City Attorney's office has determined that compromising the claim is in the best interest of the City of Jackson; and

WHEREAS, the claimant incurred costs associated due to property damage which includes: total loss of vehicle.

IT IS, HEREBY ORDERED that payment in the amount of $5,500.00 be made to Kayla Davis, as a compromised full and complete settlement for any and all claims resulting from property claim related to the incident that occurred on July 2, 2024.

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

Yeas – Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Banks and Grizzell.

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ORDER RATIFYING THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON, MISSISSIPPI, IN THE MATTER OF "SCOTT M. CRAWFORD, ET AL. V. CITY OF JACKSON, MISSISSIPPI, ET AL." IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:08-cv-586-TSL-FKB.

WHEREAS, on September 23, 2008, Disability Rights, on behalf of the individual plaintiffs, the Mississippi Coalition for Citizens with Disabilities, and the Mississippi Council for the Blind, Jackson Chapter ("Private Plaintiffs"), initiated a lawsuit against the City of Jackson, Mississippi, in the United States District Court for the Southern District of Mississippi, entitled Scott M. Crawford, et al. v. City of Jackson, et al., Case No. 3:08-cv-586-TSL-FKB, seeking certain relief under federal law; and

WHEREAS, on June 23, 2009, the United States filed an unopposed Motion to Intervene in this action against the City, and subsequently filed its Complaint in Intervention on July 27, 2009; and

WHEREAS, the parties agreed that a Consent Decree was the most effective means of resolving the lawsuit, and on March 30, 2010, the Court entered the "Consent Decree," which has been extended by Court order through motions from March 30, 2015, to the present; and

WHEREAS, Disability Rights and the City of Jackson desire to resolve and forever settle all claims raised in the above-referenced lawsuit, as well as any other claims arising from the facts set forth therein; and

WHEREAS, the parties, through their respective counsel, engaged in good faith settlement negotiations and reached a proposed agreement to resolve the lawsuit in its entirety; and

WHEREAS, the Office of the City Attorney has recommended that the City of Jackson fully and finally resolve the aforementioned lawsuit through settlement; and

WHEREAS, the settlement shall not be construed as an admission of liability by the City of Jackson, Mississippi; and

WHEREAS, the City Attorney has executed the Full and Final Settlement Agreement, which resolves all claims and issues in the lawsuit.

NOW, THEREFORE, IT IS HEREBY ORDERED AND RATIFIED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney is hereby authorized and directed to settle all claims in the lawsuit Scott M. Crawford, et al. v. City of Jackson, et al., Case No. 3:08-cv-586-TSL-FKB, and to execute all necessary documents to effectuate the settlement and secure the dismissal of the claims as a full and final resolution of this matter.

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

President Lindsay recognized **Drew Martin, City Attorney**, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Hartley, Lindsay and Stokes.
Nays – None.
Absent – Banks and Grizzell.

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Note: Vice President Grizzell joined the meeting via teleconference.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REQUESTING THE MAYOR TO TAKE A LEAVE OF ABSENCE OR SICK LEAVE.

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

WHEREAS, the Jackson City Council recognizes the importance of the mayor's duties and commitment to effective governance; and

WHEREAS, recent circumstances have raised concerns about the City of Jackson's Mayor; and

WHEREAS, it is in the best interest of both the mayor and the citizens of Jackson that the mayor temporarily takes a leave of absence or sick leave.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi hereby request the mayor to take a leave of absence or sick leave.

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

President Lindsay recognized **Safiya Omari, Chief of Staff**, who provided a brief overview of said item.

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

Yeas – Foote, Hartley and Stokes.
Nays – Clay and Grizzell.
Abstention – Lindsay.
Absent – Banks.

Note: Said item failed due to lack of majority.

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DISCUSSION: HUD 108 DEBT SERVICE: President Lindsay recognized **Jai Keeton, Director of Planning and Development** who expressed concerns with the HUD 108 debt service funding issue. **Mr. Keeton** reiterated the budget session discussion which received Council approval but mistakenly did not receive an amendment for approval. Said item would be brought before the council for approval.

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DISCUSSION: UPDATE FROM THE PUBLIC WORKS CONSULTANT: President Lindsay recognized **Al Turk, Public Works Consultant**, who provided an update on the work in progress at Thalia Mara Hall. **Mr. Turk** will provide a detailed written report.

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DISCUSSION: COMMUNITY PARK: President Lindsay recognized **Jai Keeton, Director of Planning and Development**, who provided an overview of the community park development plan across from the Jackson Convention Center. The plan will proceed in three phases which include the community park, vendor park, and parking lot consecutively. **Mr. Keeton** stated that this would be a revenue-generating project.

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DISCUSSION: STATUS OF O HOTEL DEMO: President Lindsay recognized **Council Member Foote**, who requested an update on the demolition of O Hotel. **Drew Martin, City Attorney**, stated that sampling is needed for the hotel roof. The city is waiting for the certifications to be reissued. Once the certifications are received, the sampling will be completed and MDEQ can move forward.

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DISCUSSION UPDATE ON SMITH WILLS CONTRACT: President Lindsay recognized **Council Member Foote**, who expressed concerns about the vendor being current on payments and compliant with the contract. **Drew Martin, City Attorney**, reminded the Council to be cautious with questions due to litigation. **Abram Muhammad, Director of Parks and Recreation**, stated the vendor is current with payments and compliant.

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DISCUSSION: MR. JOSEPH WESTON: President Lindsay recognized **Council Member Stokes**, who requested **Mr. Joseph Weston, a constituent**, to speak. **Mr. Weston** spoke on issues for city businesses and solution ideas.

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DISCUSSION: JACKSON CASINO: President Lindsay recognized **Council Member Stokes**, expressed concerns about a possible casino in Jackson, and has not received any correspondence. **Mayor Lumumba** stated, that he has had a preliminary conversation but there has not been an adoption by the legislature. **Jai Keeton, Director of Planning and Development**, stated he would be meeting with a lobbyist about the casino and would provide the information once received. **President Lindsay** requested that this item be held until the next council meeting.

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DISCUSSION: LITIGATION LEGAL MATTERS: President Lindsay recognized **Drew Martin, City Attorney** who stated there was no need to go into Executive Session.

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MONTHLY FINANCIAL REPORTS OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

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The following reports/announcements were provided during the meeting:

- **Council Member Hartley** announced the following:
  - Provided **Muriel Reed, Director of Information Technology**, the website information for Wayback Machine to assist with the city's website.

- **Mayor Lumumba** announced the following:
  - Reminder of the Jackson State Football National Champions Parade will be held downtown, on Friday, January 17, 2025, at 6:00 p.m. Vendors will be set up at 4:00 p.m. in front of City Hall.

  - Precautionary announcement preparing for another round of inclement weather next week. Mayor Lumumba asked for the community's support to provide supplies (hot food and monetary donations are accepted). Also, he thanked Shower Power for working with the City of Jackson.

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The meeting was closed in memory of the following individuals:

- **Mary Wells-Davis**
- **Charlie Bennett, Jr.**
- **Jeffrey Owens**
- **Zina Martin**
- **Kelvin Rosell**

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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 27, 2025. At 1:18 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley-Brandon
CLERK OF COUNCIL

APPROVED:

[signature], 2/11/2025
COUNCIL PRESIDENT **DATE**

MINUTE BOOK 7A

MAYOR

ATTEST:

CITY CLERK

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