

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on July 8, 2025, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Brian Grizzell, Council President, Ward 4; Vernon Hartley, Vice President, Ward 5; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward 3; Lashia Brown-Thomas, Ward 6 and Kevin Parkinson, Ward 7. Directors: John A. Horhn, Mayor; Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, Interim City Attorney.

Absent: None.

The meeting was called to order by **Shanekia Mosley-Jordan, Clerk of Council.**

The invocation was offered by **Reverend Chris Collins of Burch Hill Baptist Church, Ward 4.**

Shanekia Mosley-Jordan, Clerk of Council, requested that Agenda Item No. 11 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT.

WHEREAS, pursuant to Section 21-8-11 of the Mississippi Code of 1972, as amended, and Section 2-37 of the Jackson Code of Ordinances, the president and vice president of the Council serve at the will and pleasure of the City Council; and

WHEREAS, the City Council has determined that a new election should be held at this time.

IT IS, THEREFORE, ORDERED that the City Council by majority vote hereby elects _____ to serve as President of the City Council and _____ to serve as Vice President of the City Council.

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

Shanekia Mosley-Jordan, Clerk of Council, opened the floor for nominations for Council President.

Council Member Clay, nominated **Council Member Grizzell** for Council President.

Council Member Foote, nominated **Council Member Hartley** for Council President.

Shanekia Mosley-Jordan, Clerk of Council, stated nominations for Council President were closed.

Thereafter, **Shanekia Mosley-Jordan, Clerk of Council,** called for a vote to elect **Council Member Grizzell** as Council President. The vote was as follows:

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

Nays – Foote, Hartley and Stokes.
Absent – None.

Thereafter, **Shanekia Mosley-Jordan, Clerk of Council**, called for a vote to elect **Council Member Hartley** as Council President. The vote was as follows:

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

Shanekia Mosley-Jordan, Clerk of Council, opened the floor for nominations for Council Vice President.

Council Member Parkinson, nominated **Council Member Clay** for Council Vice President.

Council Member Stokes, nominated **Council Member Hartley** for Council Vice President.

Shanekia Mosley-Jordan, Clerk of Council stated nominations for Council Vice President were closed.

Thereafter, **Shanekia Mosley-Jordan, Clerk of Council**, called for a vote to elect **Council Member Clay** as Council Vice President. The vote was as follows:

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

Thereafter, **Shanekia Mosley-Jordan, Clerk of Council**, called for a vote to elect **Council Member Hartley** as Council Vice President. The vote was as follows:

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

The City Council by majority vote, hereby elects **Council Member Grizzell** to serve as President of the City Council and **Council Member Hartley** to serve as Vice President of the City Council.

President Grizzell now presides over the meeting.

The following announcements were provided to open the meeting:

- **Council Member Stokes** announced the following:
 - Wished a Happy 18th Birthday to Del’Carri Dennis
- **President Grizzell** announced the following:
 - Welcomed and congratulated Council Member Brown-Thomas, Council Member Parkinson, and Mayor Horhn

The following individuals provided public comments during the meeting:

- **April Anderson** expressed concerns regarding trespassing and police issues.
- **Zach Servis** expressed concerns regarding election integrity.
- **Commissioner Dr. Le'** expressed congratulations to the mayor and the council.
- **Mac Epps** expressed concerns regarding planning issues.

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 APRIL 8, 2025 FOR THE FOLLOWING CASES:

24-1773	23-368	24-609	24-2554	25-764	24-2539	24-2537	25-777
24-2182	24-634	24-608	25-898	25-762	25-336	25-698	25-780
24-2441	25-660	25-102	25-963	25-761	25-351	25-570	25-782
23-2542	25-654	24-2601	25-959	25-756	25-352	25-769	25-783
24-1692	25-593	25-814	25-767	25-754	25-345	25-768	25-807
24-1694	24-610	24-2209	25-765	25-752	24-1794	25-773	25-630
23-379	25-365	23-1443	25-364	25-373	25-306	25-369	25-292
25-367	23-1435	24-604	24-607	24-348	24-2090	25-72	24-2540
24-1353	25-16	21-1359	25-160	25-652	24-432	25-368	22-2187

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 are in such a state of uncleanness 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 April 8, 2025; 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 #24-1773: Parcel #821-37** located at 5009 Tulane 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 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.

- 2) **Case #24-2182: Parcel #74-69** located at 955 Lamar 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: 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.

3) **Case #24-2441: Parcel #72-20** located at 126 Cohea 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 \$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.

4) **Case #24-1694: Parcel #606-129** located 2817 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: Board up and/ or secure structure (s).

5) **Case #23-368: Parcel 96-13** located at 352 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.

6) **Case #25-654: Parcel #626-174** located at 3418 Norwood 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. Remove trash and debris.

7) **Case #25-593: Parcel #626-298** located at 3530 Norwood 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

8) **Case #24-610: Parcel #626-284** located at 3545 Norwood 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

9) **Case #24-609: Parcel #626-302** located 3546 Norwood 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Board up and/or secure structure(s).

10) **Case #24-2601: Parcel #211-159** located at 716 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.

11) **Case #25-814: Parcel #820-21** located at 1537 Wiggins 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 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.

12) **Case #24-2209: Parcel #821-217** located at 5050 Gardenia 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 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.

13) **Case #24-2554: Parcel #615-46** located at 869 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 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.

14) **Case #25-898: Parcel #615-38** located at 817 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 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.

15) **Case #25-963: Parcel #101-118-9** located at 0 Booker Washington 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 inoperative vehicle(s) or vehicle(s) parked on the lawn.

16) **Case #25-766: Parcel #97-140** located at 404 Jennings St.: After hearing testimony from Sanders Louis & Evelyn J, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Sanders Louis & Evelyn J, shall be afforded thirty (30) days to cure expiring May 08, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

17) **Case #25-765: Parcel #97-139** located at 404 Jennings 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. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

18) **Case #25-764: Parcel #97-139** located at 0 Jennings 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.

19) **Case #25-762: Parcel #97-11** located at 0 Jennings 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.

20) **Case #25-761: Parcel #97-21** located at 366 Jennings 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.

21) **Case #25-766: Parcel #97-20** located at 360 Jennings 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.

22) **Case #25-754: Parcel #97-19** located at 350 Jennings 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.

23) **Case #24-2539: Parcel #128-88-1** located at 0 Brandon 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, weeds, shrubbery, fence line, bushes, and saplings as needed.

24) **Case #25-352: Parcel #119-296** located at 0 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

25) **Case #25-345: Parcel #119-372** located at 104 Rosslyn 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 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. Remove trash and debris.

26) **Case #24-1794: Parcel #128-58** located at 639 Brandon 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: Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

27) **Case #24-2537: Parcel #128-87** located at 646 Brandon 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

28) **Case #25-698: Parcel #92-1** located at 300 Monument 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: 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.

29) **Case #25-769: Parcel #640-151** located at 503 Hillsdale 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 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.

30) **Case #25-768: Parcel #640-192** located at 602 Hillsdale Dr.: After hearing testimony from Angela D, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Angela D, shall be afforded sixty (60) days June 07, 2025 to cure. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

31) **Case #25-773: Parcel #640-180** located at 626 Hillsdale 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 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.

32) **Case #25-777: Parcel #640-156** located at 607 Hillsdale 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 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.

33) **Case #25-780: Parcel #640-169** located at 621 Hillsdale 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 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.

34) **Case #25-782: Parcel #640-177** located at 0 Hillsdale 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 4

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

35) **Case #25-807: Parcel #723-4** located at 231 Beasley 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 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.

36) **Case #25-630: Parcel #523-392** located at 535 Forest Ave.: After hearing testimony from Angela T, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Angela T, shall be afforded seven (7) days to cure expiring April 15, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

37) **Case #24-1353: Parcel #636-227** located at 511 Springfield Cir.: 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 4

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

38) **Case #21-1359: Parcel #405-230** located at 930 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. 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.

39) **Case #25-160: Parcel #430-181** located at 221 Stillwood 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 3

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

40) **Case #25-432: Parcel #626-238** located at 3431 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

41) Case #24-604: Parcel #626-246 located at 3463 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 \$1,000.00. 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.

42) Case #24-607: Parcel #626-198 located at 3416 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. Remove trash and debris.

43) Case #24-348: Parcel #626-264 located at 3504 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 trash and debris.

44) Case #24-2090: Parcel #626-226 located at 3472 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. Remove trash and debris.

45) Case #25-72: Parcel #606-327 located at 3014 Greenwood 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.

46) Case #24-2540: Parcel #860-70-3 located at 199 Redhill 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 6

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

47) Case #25-379: Parcel #209-144 located at 2736 Gleen 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.

48) **Case #25-369: Parcel #210-166** located at 2452 Coronet Pl.: 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.

49) **Case #25-368: Parcel #210-167** located at 2446 Coronet Pl.: 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.

50) **Case #25-367: Parcel #210-197** located at 2415 Coronet Pl.: 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: Remove trash and debris.

51) **Case #25-365: Parcel #210-173** located at 2402 Coronet Pl.: 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: Cut grass, weeds, shrubbery fence line, and saplings as needed.

52) **Case #25-306: Parcel #209-40** located at 2618 Pine Tree 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: Remove trash and debris.

53) **Case #25-292: Parcel #209-80** located at 2639 Pine Tree 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.

54) **Case #23-1435: Parcel #606-192** located at 2926 Greenwood Ave.: After hearing testimony from A. Bryant, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, A. Bryant, shall be afforded thirty (30) days to cure, expiring May 08, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: 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.

55) **Case #23-1443: Parcel #606-188** located at 2902 Greenwood 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings 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 Stokes moved adoption; **Council Member Hartley** seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-1884 LOCATED AT 2422 PADEN ST- PARCEL #210-78- \$1,495.00.

WHEREAS, on April 8, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 28, 2025, for Case #CE-23-1884 located at 2422 Paden St. parcel #210-78 in Ward 5 of the City of Jackson; and

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

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

WHEREAS Jones Landscape and Contractor Services, LLC submitted the lowest bid and through Donald Jones, and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions for case #CE-23-1884 located at 2422 Paden St. Jackson, MS 39204 with the quoted price of \$1,495.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

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

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of

the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
 - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
 - 1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
 - 2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
 - 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period

- of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 2422 Paden St Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

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

Exhibit A

SCOPE OF WORK

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

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: May 15, 2025

CASE NO: CE-23-1884

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

LOCATION: 2422 Paden St.

MAP/PARCEL: 210-78

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

PRE-WORK INSPECTION PERFORMED _____

DATE _____

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

\$1,495.00

Council Member Stokes moved adoption; Council Member Hartley seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC CUT GRASS AND WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS: REMOVE TRASH AND DEBRIS, FALLEN TREE (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS, LIMBS, TIRES; AND CLEAN CURBSIDE PAINT BOARD. PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1766 LOCATED AT 968 COMBS ST. – PARCEL #211-220 \$875.00.

WHEREAS, on February 25, 2025, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 08, 2025 for Case #CE-24-1766 located at 968 Combs St. Parcel #211-220 in Ward 6 of the City of Jackson; and

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

WHEREAS, Jones Landscape and Contractor Services, LLC appeared next on the rotation list and has agreed to board up and secure the house and/or cut grass and weeds and remedy the conditions \$875.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$875.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

- A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
 1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
 2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.

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

SECTION 17 - PAYMENT:

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

SECTION 18 - GENERAL PROVISIONS:

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services, LLC, upon receipt of a written Notice to Proceed, to board up and secure structure, cut vegetation, and remedy conditions on the property located at 968 Combs St. Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$875.00 shall be paid to Jones Landscape and Contractor Services, LLC, upon the completion of the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #211-220 bearing the physical address of 968 Combs St legally described as LOT 10 BLK K JACKSON BELVEDERE PT 3 for Case WCE-24-1766:

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: May 15, 2025

CASE NO: CE-24-1766

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

LOCATION: 968 Combs St.

MAP / PARCEL: 211-220

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

PRE-WORK INSPECTION PERFORMED _____

DATE _____

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____

RECEIVED BY: _____

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

NTP AUTHORIZED BY: _____

DATE: _____

INSPECTED BY: _____

DATE: _____

CAO: _____

DATE: _____

PAYMENT AUTHORIZED BY: _____

DATE: _____

QUOTE PRICE: \$275.00

Council Member Stokes moved adoption; Council Member Hartley seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-275 LOCATED AT 247 DANIEL LAKE BLVD- PARCEL #610-14 - \$18,000.00

WHEREAS, the State of Mississippi received 247 Daniel Lake Blvd. due to delinquent taxes; and

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

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-25-275 located at 247 Daniel Lake Blvd. parcel #610-14 in Ward 7 of the City of Jackson; and

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

WHEREAS, Socrates Garrett Enterprises, LLC submitted the lowest bid and through Socrates Garrett, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 247 Daniel Lake Blvd for the sum of \$18,000.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$18,000.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 – INSURANCE

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

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

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

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor

Socrates Garrett Enterprises, LLC
Leland Socrates Garrett

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

2659 Livingston Rd
Jackson, MS. 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 - GUARANTY

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

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the city:
 - 1. To any preference, priority or allocation order duly issued by the city.
 - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the city, acts of another Contractor in the performance of a contract with the city, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the city may take one or more of the following actions to protect its interests:
 - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;

3. Debar Vendor from future work for city for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under

no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garret Enterprises, LLC to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris; and clean curbside to remedy conditions for property located at 247 Daniel Lake Jackson, MS 39212, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed 18,000.00 shall be paid to Socrates Garret Enterprises, LLC for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

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

Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, 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: May 23, 2025

CASE NO: CE-25-275

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

LOCATION: 247 Daniel Lake Boulevard

MAP / PARCEL: 610-14

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

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

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

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

QUOTE PRICE: \$18,000.00

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-624-0468 for gas to be disconnected.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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-24-646 LOCATED AT 2141 MCDOWELL RD-PARCEL #833-281 – \$6,900.00.

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

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc., submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish the structure, remove the foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris; and clean the curbside to remedy conditions constituting a menace to the public for \$6,900.00; and

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

WHEREAS, on April 8, 2025, the governing authority authorized the Mayor to execute a contract between Socrates Garrett Enterprises, Inc. to demolish a structure, remove foundation, steps, driveway, cut grass and weeds, remove trash and debris, and to perform other work to remedy the conditions on private property that constitute a menace to public health, safety, and welfare according to Mississippi Code Annotated Section 21-19-11 for case #CE-24-646 located at 2141 McDowell Rd. Parcel #833-281 for \$6,900.00; and

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

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$6,900.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
- (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, (“HUD”) and the Mississippi Department of Health, (“MDH”).
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor’s asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi

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

Socrates Garrett Enterprises, Inc.

Leland Socrates Garrett
2659 Livingston Rd
Jackson, MS. 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 – INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City.
 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; and clean curbside to remedy conditions for property located at 2141 McDowell Rd. Jackson, MS 39206, which has been deemed to be a menace to public health, safety, and welfare.

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

Exhibit A

SCOPE OF WORK

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

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



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

NOTICE TO PROCEED

DATE: April 8, 2025

CASE NO: CE-24-646

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

LOCATION: 2141 McDowell Road

MAP / PARCEL: 833-281

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

PRE-WORK INSPECTION PERFORMED

DATE

DATE ISSUED TO CONTRACTOR: _____

ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE: _____

DATE RETURNED: _____

RECEIVED BY: _____

CONTRACTOR CHECK LIST	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:

56,900.00

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-624-6468 for gas to be disconnected.

Council Member Stokes moved adoption; Council Member Hartley seconded.

APPROVAL OF THE JUNE 16, 2025 REGULAR ZONING MEETING MINUTES.

Council Member Stokes moved adoption; Council Member Hartley seconded.

APPROVAL OF THE JUNE 17, 2025 REGULAR CITY COUNCIL MEETING MINUTES.

Council Member Stokes moved adoption; Council Member Hartley seconded.

President Grizzell recognized Council Member Foote, who moved; seconded by Council Member Stokes, to amend Consent Agenda to remove "Consent Agenda Items Nos. 4-7". The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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

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 APRIL 8, 2025 FOR THE FOLLOWING CASES:

24-1773	23-368	24-609	24-2554	25-764	24-2539	24-2537	25-777
24-2182	24-634	24-608	25-898	25-762	25-336	25-698	25-780
24-2441	25-660	25-102	25-963	25-761	25-351	25-570	25-782
23-2542	25-654	24-2601	25-959	25-756	25-352	25-769	25-783
24-1692	25-593	25-814	25-767	25-754	25-345	25-768	25-807
24-1694	24-610	24-2209	25-765	25-752	24-1794	25-773	25-630
23-379	25-365	23-1443	25-364	25-373	25-306	25-369	25-292
25-367	23-1435	24-604	24-607	24-348	24-2090	25-72	24-2540
24-1353	25-16	21-1359	25-160	25-652	24-432	25-368	22-2187

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 are 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 April 8, 2025; 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 #24-1773: Parcel #821-37** located at 5009 Tulane 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 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.

- 2) **Case #24-2182: Parcel #74-69** located at 955 Lamar 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: 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.

3) **Case #24-2441: Parcel #72-20** located at 126 Cohea 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 \$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.

4) **Case #24-1694: Parcel #606-129** located 2817 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: Board up and/ or secure structure (s).

5) **Case #23-368: Parcel 96-13** located at 352 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.

6) **Case #25-654: Parcel #626-174** located at 3418 Norwood 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. Remove trash and debris.

7) **Case #25-593: Parcel #626-298** located at 3530 Norwood 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

8) **Case #24-610: Parcel #626-284** located at 3545 Norwood 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: Remove inoperative vehicle(s) or vehicle(s) parked on lawn. Remove trash and debris.

9) **Case #24-609: Parcel #626-302** located 3546 Norwood 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris. Board up and/or secure structure(s).

10) **Case #24-2601: Parcel #211-159** located at 716 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.

11) **Case #25-814: Parcel #820-21** located at 1537 Wiggins 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 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.

12) **Case #24-2209: Parcel #821-217** located at 5050 Gardenia 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 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.

13) **Case #24-2554: Parcel #615-46** located at 869 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 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.

14) **Case #25-898: Parcel #615-38** located at 817 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 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.

15) **Case #25-963: Parcel #101-118-9** located at 0 Booker Washington 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 inoperative vehicle(s) or vehicle(s) parked on the lawn.

16) **Case #25-766: Parcel #97-140** located at 404 Jennings St.: After hearing testimony from Sanders Louis & Evelyn J, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Sanders Louis & Evelyn J, shall be afforded thirty (30) days to cure expiring May 08, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

17) **Case #25-765: Parcel #97-139** located at 404 Jennings 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. Remove inoperative vehicle(s) or vehicle(s) parked on lawn.

18) **Case #25-764: Parcel #97-139** located at 0 Jennings 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.

19) **Case #25-762: Parcel #97-11** located at 0 Jennings 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.

20) **Case #25-761: Parcel #97-21** located at 366 Jennings 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.

21) **Case #25-766: Parcel #97-20** located at 360 Jennings 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.

22) **Case #25-754: Parcel #97-19** located at 350 Jennings 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.

23) **Case #24-2539: Parcel #128-88-1** located at 0 Brandon 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, weeds, shrubbery, fence line, bushes, and saplings as needed.

24) **Case #25-352: Parcel #119-296** located at 0 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

25) **Case #25-345: Parcel #119-372** located at 104 Rosslyn 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 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. Remove trash and debris.

26) **Case #24-1794: Parcel #128-58** located at 639 Brandon 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: Remove trash and debris. Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

27) **Case #24-2537: Parcel #128-87** located at 646 Brandon 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed. Remove trash and debris.

28) **Case #25-698: Parcel #92-1** located at 300 Monument 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: 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.

29) **Case #25-769: Parcel #640-151** located at 503 Hillsdale 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 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.

30) **Case #25-768: Parcel #640-192** located at 602 Hillsdale Dr.: After hearing testimony from Angela D, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Angela D, shall be afforded sixty (60) days June 07, 2025 to cure. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

31) **Case #25-773: Parcel #640-180** located at 626 Hillsdale 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 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.

32) **Case #25-777: Parcel #640-156** located at 607 Hillsdale 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 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.

33) **Case #25-780: Parcel #640-169** located at 621 Hillsdale 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 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.

34) **Case #25-782: Parcel #640-177** located at 0 Hillsdale 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 4

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

35) **Case #25-807: Parcel #723-4 located** at 231 Beasley 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 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.

36) **Case #25-630: Parcel #523-392** located at 535 Forest Ave.: After hearing testimony from Angela T, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Angela T, shall be afforded seven (7) days to cure expiring April 15, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends 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.

37) **Case #24-1353: Parcel #636-227** located at 511 Springfield Cir.: 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 4

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

38) **Case #21-1359: Parcel #405-230** located at 930 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. 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.

39) **Case #25-160: Parcel #430-181** located at 221 Stillwood 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 3

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

40) **Case #25-432: Parcel #626-238** located at 3431 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: Board up and/or secure structure(s). Cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

41) **Case #24-604: Parcel #626-246** located at 3463 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 \$1,000.00. 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.

42) **Case #24-607: Parcel #626-198** located at 3416 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. Remove trash and debris.

43) **Case #24-348: Parcel #626-264** located at 3504 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 trash and debris.

44) **Case #24-2090: Parcel #626-226** located at 3472 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. Remove trash and debris.

45) **Case #25-72: Parcel #606-327** located at 3014 Greenwood 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.

46) **Case #24-2540: Parcel #860-70-3** located at 199 Redhill 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 6

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

47) **Case #25-379: Parcel #209-144** located at 2736 Gleen 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.

48) **Case #25-369: Parcel #210-166** located at 2452 Coronet Pl.: 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.

49) **Case #25-368: Parcel #210-167** located at 2446 Coronet Pl.: 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.

50) **Case #25-367: Parcel #210-197** located at 2415 Coronet Pl.: 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: Remove trash and debris.

51) **Case #25-365: Parcel #210-173** located at 2402 Coronet Pl.: 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: Cut grass, weeds, shrubbery fence line, and saplings as needed.

52) **Case #25-306: Parcel #209-40** located at 2618 Pine Tree 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: Remove trash and debris.

53) **Case #25-292: Parcel #209-80** located at 2639 Pine Tree 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.

54) **Case #23-1435: Parcel #606-192** located at 2926 Greenwood Ave.: After hearing testimony from A. Bryant, hearing recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, A. Bryant, shall be afforded thirty (30) days to cure, expiring May 08, 2025. If there is default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: 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.

55) **Case #23-1443: Parcel #606-188** located at 2902 Greenwood 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: Cut grass, weeds, shrubbery, fence line, bushes, and saplings 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.

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

Nays – None.

Abstention – Parkinson.

Absent – None.

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

* * * * *

APPROVAL OF THE JUNE 16, 2025 REGULAR ZONING MEETING MINUTES.

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

Nays – None.

Abstention – Parkinson.

Absent – None.

* * * * *

APPROVAL OF THE JUNE 17, 2025 REGULAR CITY COUNCIL MEETING MINUTES.

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

Nays – None.

Abstention – Parkinson.

Absent – None.

* * * * *

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

ORDINANCE AMENDING SECTION 118-595 OF THE CITY OF JACKSON CODE OF ORDINANCES, NEIGHBORHOOD TRAFFIC CALMING PROCEDURE. President Grizzell stated that said item would be placed on the Regular Council agenda for adoption to be held on July 15, 2025.

* * * * *

ORDER APPROVING CLAIMS NUMBER 32177 to 32273 APPEARING AT PAGES 534 TO 578 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$3,836,186.36 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32177 to 32273 appearing at pages 534 to 578, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$3,836,186.36 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	1,184,701.92
TECHNOLOGY FUND	60,000.00
PARKS & RECR. FUND	83,494.53
BUSINESS IMPROV FUND (LANDSCP)	164,000.00
LANDFILL/SANITATION FUND	407,224.18
STATE TORT CLAIMS FUND	690.00
WATER/SEWER OP & MAINT FUND	20.00
REPAIR & REPLACEMENT FUND	83,537.00
EMPLOYEES GROUP INSURANCE FUND	46,891.40
NARCOTICS EVIDENCE ESCROW	1,500.00
HOUSING COMM DEV ACT (CDBG) FD	856,451.15
EMERGENCY SHELTER GRANT (ESG)	17,874.73
H O P W A GRANT – DEPT. OF HUD	91,113.52
DPS – HOMELAND SECURITY	2,434.00
TITLE III AGING PROGRAMS	276,047.50
1% INFRASTRUCTURE TAX	69,580.24
MADISON SEWAGE DISP OP & MAINT	495.00
TRANSPORTATION FUND	20,146.99
FONDREN BUSINESS IMPROV FUND	22,400.48
HAIL DAMAGE MARCH 2013	21,436.69
MODERNIZATION TAX	10,721.97
PLANNING AND DEV GRANTS	2,250.00
CDBG COVID CARES	788.71
ZOOLOGICAL PARK	8,345.00
DFA-SB2971-TOUGALOO CENTER	23,676.00
NLC-MUNICIPAL REIMAGINING COMM	360.44
MDOT-CMPDD PROJECTS	37,525.47
2022 CRIME GUN INTEL GRANT	90,000.00
DFA-HB603-THALIA MARA HALL	6,345.44
2022 FD BRYNE MEMORIAL JUSTICE	238,634.00
GF SIEMENS SETTLEMENT ACCOUNT	7,500.00
TOTAL	<u>\$3,836,186.36</u>

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

President Grizzell moved; seconded by **Council Member Stokes**, to amend claims to remove payment to 2022 Ed Byrne Memorial Justice in the amount of \$238,634.00. The motion prevailed by the following vote:

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

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

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

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 8, 2025 10:00 A.M.**

ORDER APPROVING CLAIMS NUMBER 32177 to 32273 APPEARING AT PAGES 534 TO 578 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$3,597,552.36 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 32177 to 32273 appearing at pages 534 to 578, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$3,597,522.36 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	1,184,701.92
TECHNOLOGY FUND	60,000.00
PARKS & RECR. FUND	83,494.53
BUSINESS IMPROV FUND (LANDSCP)	164,000.00
LANDFILL/SANITATION FUND	407,224.18
STATE TORT CLAIMS FUND	690.00
WATER/SEWER OP & MAINT FUND	20.00
REPAIR & REPLACEMENT FUND	83,537.00
EMPLOYEES GROUP INSURANCE FUND	46,891.40
NARCOTICS EVIDENCE ESCROW	1,500.00
HOUSING COMM DEV ACT (CDBG) FD	856,451.15
EMERGENCY SHELTER GRANT (ESG)	17,874.73
H O P W A GRANT – DEPT. OF HUD	91,113.52
DPS – HOMELAND SECURITY	2,434.00
TITLE III AGING PROGRAMS	276,047.50
1% INFRASTRUCTURE TAX	69,580.24
MADISON SEWAGE DISP OP & MAINT	495.00
TRANSPORTATION FUND	20,146.99
FONDREN BUSINESS IMPROV FUND	22,400.48
HAIL DAMAGE MARCH 2013	21,436.69
MODERNIZATION TAX	10,721.97
PLANNING AND DEV GRANTS	2,250.00
CDBG COVID CARES	788.71
ZOOLOGICAL PARK	8,345.00
DFA-SB2971-TOUGALOO CENTER	23,676.00
NLC-MUNICIPAL REIMAGINING COMM	360.44
MDOT-CMPDD PROJECTS	37,525.47
2022 CRIME GUN INTEL GRANT	90,000.00
DFA-HB603-THALIA MARA HALL	6,345.44
GF SIEMENS SETTLEMENT ACCOUNT	7,500.00
TOTAL	<u>\$3,597,552.36</u>

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

Note: Council Member Stokes left the meeting.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 32177 TO 32273 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 32177 to 32273 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$96,109.30 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,706,410.79
PARKS & RECR FUND		90,351.84
LANDFILL FUND		29,720.60
SENIOR AIDES		3,581.76
WATER/SEWER OPER & MAINT		46,076.73
PAYROLL	96,109.30	
HOUSING COMM DEV		5,526.77
TITLE III AGING PROGRAMS		6,278.95
TRANSPORTATION FUND		13,998.62
PEG ACCESS-PROGRAMMING FUND		2,496.51
2020 SAKI GRAND DOJ		7,543.40
ZOOLOGICAL PARK		30,848.29
NLC-MUNICIPAL REIMAGINING COMM		6,423.17
TOTAL		\$2,949,257.43

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

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

* * * * *

There came on for consideration Agenda Item No. 14:

ORDER CONFIRMING THE APPOINTMENT OF THOMAS PRICE, JR. TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF JACKSON FOR A TERM BEGINNING JUNE 3, 2025 AND ENDING JUNE 2, 2028. **President Grizzell** stated that said item was pulled by the Administration.

* * * * *

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2025 VOTING DELEGATES FOR THE CITY OF JACKSON.

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2025 Mississippi Municipal League election to be held at the annual convention on July 22, 2025, are as follows:

Voting Delegate: _____

First Alternate: _____

That public interest and necessity requiring the same, this Resolution shall become effective upon passage.

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

Vice President Hartley moved and **President Grizzell** seconded, to add **Mayor John A. Horhn** as the Voting Delegate. The motion prevailed by the following votes:

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

Vice President Hartley moved and **President Grizzell** seconded, to add **Council Member Clay** as the First Alternate.

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

Thereafter, **President Grizzell** called for a vote on said Resolution, as amended:

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2025 VOTING DELEGATES FOR THE CITY OF JACKSON.

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority board (Mayor, Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2024 Mississippi Municipal League election to be held at the annual convention on June 25th, 2024 as follows:

Voting Delegate: John A. Horhn

First Alternate: Council Member Tina Clay

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPORT RENEWAL NOTICE WITH RICOH USA, INC. FOR A ONE-YEAR LICENSE FOR THE WEBCRD DIGITAL WORKFLOW SOLUTION AND SOFTWARE MAINTENANCE AGREEMENT TO BE USED BY THE DEPARTMENT OF CONSTITUENT SERVICES & COMMUNICATIONS, OFFICE OF PUBLICATIONS.

WHEREAS, on January 10, 2017, the governing authorities of the city of Jackson authorized the Mayor to execute an agreement with Ricoh Corporation for the purchase of WebCRD Software Maintenance; and

WHEREAS, since 2017, the Department of Constituent Services & Communications, Office of Publications has relied on this software, including the maintenance support, to provide document automation for employees to submit a request for printing and supplies for the Office of Publications; and

WHEREAS, the Office of Publications utilizes the software for automating the process for the city's in-house printing; and

WHEREAS, the current WebCRD license and maintenance support will terminate on March 27, 2025; and

WHEREAS, the Office of Publications desires to renew its one-year WebCRD Workflow Solution Software and Maintenance support; and

WHEREAS, the Department of Constituent Services & Communications, Office of Publications examined the cost and the benefit of said software and recommends that the governing authority for the city; and

WHEREAS, Ricoh USA, Inc. submitted a Ricoh Support Renewal Notice setting forth the following:

VPN	Quantity	Price	Extended Price
WebCRD Pro License	1	\$5,553.90	\$5,553.90
WebCRDPro Additional PDEF	1	\$678.81	\$678.81
WebCRDDynamics Desktop	1	\$1,666.17	\$1,666.17
FusionPro VDP Creator	1	\$217.80	\$217.80
LDAP Module	1	\$1,131.35	\$1,131.35
SurePDF	1	\$555.39	\$555.39
Virtual Server Image	1	\$479.16	\$479.16
Total:			\$10,282.58

WHEREAS, the Department of Constituent Services & Communications, Office of Publications examined the cost and the benefit of said software and recommends that the governing authority for the city; and

WHEREAS, furthermore, the Office of Publications recommends that the Mayor be authorized to renew the WebCRD maintenance software at a cost not to exceed Ten Thousand Two Hundred Eighty-Two Dollars and Fifty-Eight Cents (\$10,282.58) that will renew on March 27, 2025, through March 26, 2026.

IT IS, ORDERED that the Mayor is authorized to execute the Ricoh Support Renewal Notice and is authorized to pay for said license and support in an amount not to exceed Ten Thousand Two Hundred Eighty-Two Dollars and Fifty-Eight Cents (\$10,282.58), which will renew on March 27, 2025, through March 26, 2026.

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

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

Nays – None.

Absent – Stokes

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON AND LACEY LOFTIN CONSULTING, LLC FOR DATA SCIENCE AND ANALYTICS SUPPORT SERVICES ON BEHALF OF THE JACKSON POLICE DEPARTMENT.

WHEREAS, the Jackson Police Department (JPD) has identified the need for professional data science services to enhance law enforcement strategies, develop advanced reporting, and improve operational transparency using data-driven tools; and

WHEREAS, Lacey Loftin Consulting, LLC is a qualified data science consultancy experienced in municipal-level analytics, including work with RMS systems, transparency portals, and multi-agency collaboration; and

WHEREAS, the Agreement directly supports the operations of the Jackson Police Department and furthers the public interest through improved crime data analysis and transparency tools; and

WHEREAS, pursuant to the City of Jackson's Personal and Professional Services Procurement Policy (August 2024) § 3.4, the City has deemed that it is in the City's best interests that Lacey Loftin Consulting, LLC's services should be awarded without competition; and

WHEREAS, under the proposed Agreement, attached and incorporated to this Order fully, Lacey Loftin Consulting, LLC will provide the City with data services at a rate of \$75.00 per hour, not to exceed 1,000 hours per year, with a total annual contract amount not to exceed \$75,000.00; and

WHEREAS, the term of the Agreement shall be for two (2) years, with an option to renew for one (1) additional year on the same terms and conditions; and

WHEREAS, Either party may terminate this Agreement for convenience by written 14 days' notice. Either party may terminate for cause immediately by written notice. The City shall at all times, in its sole discretion, have the right to suspend work immediately. In the event of termination for cause, the non-breaching party may, but is not required to, provide a notice and a cure period not to exceed seven (7) calendar days, unless the breach is not curable. Termination shall not relieve Contractor of liability for prior breaches; and

WHEREAS, this Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Mississippi. Any disputes arising under or related to this Agreement shall be resolved in accordance with the laws of Mississippi. Any action or proceeding shall be brought exclusively in the state or federal courts located in Hinds County, Mississippi; and

WHEREAS, the Contractor shall indemnify, defend, and hold harmless the City of Jackson, its officers, agents, employees, and representatives from and against any and all claims, demands, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any negligent, reckless, or willful act or omission of the Contractor, its employees, agents, or subcontractors; (b) any breach or violation of this Agreement or of applicable law by the Contractor or its personnel; or (c) any injury to person or damage to property caused by the Contractor's performance under this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement; and

WHEREAS, the scope of work is as follows:

JPD	<ol style="list-style-type: none">1. Work with Kologik and JPD to produce RMS reporting that meets the needs of the command staff;2. Report creation as needed and scheduled;3. Development of questions and related data products that help JPD efficiently carry out its duty;4. Work with federal, state, and universities in the use of JPD's data for law enforcement purposes.
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**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 8, 2025 10:00 A.M.**

Transparency Portal	1. Management of deployment and content of the transparency portal 2. Identify data needed to support portal queries 3. Map and chart data as data is updated by various agencies
Mayor's Communications	1. Support the Mayor's Office of Communications for press releases and conferences related to municipal concerns when needed.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute the Agreement between the City of Jackson and Lacey Loftin Consulting, LLC, for data science services in an amount not to exceed \$75,000.00 annually.

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

President Grizzell recognized **Lacey Loftin, Data Scientist for the Jackson Police Department**, who provided a brief overview of said item.

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

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

* * * * *

There came on for consideration Agenda Item No. 18:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A TWELVE (12) MONTH COMMERCIAL SERVICE AGREEMENT WITH INTERGRATED PEST CONTROL MAINTENANCE, LLC (IPCM) TO PROVIDE PEST CONTROL SERVICES FOR FACILITIES UNDER THE MANAGEMENT OF THE JACKSON FIRE DEPARTMENT. **President Grizzell** stated that said item was pulled by the Administration.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WESTSIDE CIVIC CLUB (WCC) FOR A MATCHING GRANT FOR IN-KIND SERVICES.

WHEREAS, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

WHEREAS, the WCC has requested to use the Westside Community Center to host community meetings and events that will benefit the seniors and residents of the Westside Community and the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson, through the Department of Human and Cultural Services, hereinafter referred to as the "Department," will donate the City of Jackson's Westside Community Center as an-in-kind donation to the WCC, along with the payment of phone service and utilities and in return, the wee will perform specific in-kind services, e.g. maintenance of the facility, beautification of the premises, hosting youth and senior programs, hosting neighborhood association meetings, routine pest control maintenance, removing debris and litter from the premises under the authority set forth in Section 21-19-65 of the Miss. Code Ann., as amended; and

WHEREAS, the Attorney General's Office opined that the donation of office space qualifies as an in-kind donation. MS AG Op., Walters (March 18, 1992); MS AG Op., Chrestman (March 8, 2002). Provided the proper factual findings are made by the governing authorities, this office is of the opinion that the payment of phone service and utilities would also qualify as an in-kind donation. If a donation is anticipated under the authority of Section 21-19-65, the municipal governing authorities should require the program to provide documentation of funds or other

property, for which the City's donation would be a dollar-for-dollar (or value-for-value) match; and

WHEREAS, the WCC is a not-for-profit corporation entity that qualifies for a donation of funds and/or in-kind services contemplated in Section 21-19-65; and

WHEREAS, the WCC submitted a Treasury Report for April 2025 demonstrating it has \$13,821.36 in its treasury, receipts in the amount of \$2,130.00 for work performed at the Center this fiscal year, and proof that Hinds County will commit funding for a tennis court, which has not been quantified because the parties are soliciting bids, but such amount shall be included as viable funds to wee as a match for funds available to the program; and

WHEREAS, the WCC will commit \$15,951.36 to the City of Jackson, which consists of matching funds and the value of services performed to date; and

WHEREAS, a municipality is prohibited from donating, whether in the form of cash or in-kind services, that would be in excess of a matching amount; therefore, the Department of Human and Cultural Services is responsible for tracking the funds and services received to ensure the municipality's donation does not exceed wee funding and/or in-kind services; and

WHEREAS, the Department proposes that the governing authority authorize the mayor to execute a MOU with the WCC that sets forth the following provisions:

- a) The City of Jackson shall grant WCC use of designated room(s) in City-owned Westside Center, located at 1450 Wiggins Road, Jackson, Mississippi 39209, as an in-kind donation WCC to support the Westside community in the form of specific in-kind services, e.g. maintenance of the facility, beautification of the premises, hosting youth and senior programs, hosting neighborhood association meetings, routine pest control maintenance, removing debris and litter from the premises.
- b) The Agency shall provide to the City reports on its activities, expenditure, and the value of in-kind services, including invoices, usage logs, and time-sheets and as a condition precedent to receiving possession of the facility and premises.
- c) This MOU shall commence upon execution and continue for a period of five (5) years and thereafter shall terminate.
- d) The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursements of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
- e) The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
- f) The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.
- g) The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.
- h) The parties agree that the City's contributions under this MOU is subject to the continued availability of funding and in contingent upon the City receiving sufficient revenues during

the budget year to provide the monies necessary to maintain the operation of the Westside Community Center.

- i) In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
- j) The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
- k) The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
- l) The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
- m) The City of Jackson shall pay the expense of all utilities required for operation of Westside Center; however, WCC shall be financially responsible for excessive electricity and water consumption at Westside Community Center that exceeds \$10,000, as billed to the City of Jackson, during the term of this Agreement. In addition, WCC shall be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.
- n) Westside Center shall remain the property of the City of Jackson; therefore, the City of Jackson may enter Westside Center at any time during the period of this MOU for inspection or supervision deemed necessary by the City of Jackson
- o) The WCC provide to the City reports on its activities, expenditure, and the value of in-kind services, including invoices, usage logs, and time-sheets and as a condition precedent to receiving possession of the facility and premises.
- p) By becoming a party to this MOU, WCC affirms its existence as a non-profit corporation, as evidenced by registration as such with the Mississippi Secretary of State pursuant to the Mississippi Nonprofit Corporation Act, Section 79-11-101, et seq., of the Mississippi Code of 1972, as amended.
- q) WCC intends to host neighborhood association meetings on the first Tuesday of every month, at 7 p.m. WCC also intends to host community engagement events, festivals, and similar events for the residents of the Westside Community in accordance with WCC's bylaws, policies and procedures, and rules and regulations. Upon execution of this Agreement, WCC will provide copies of its governing documents to the Department of Human & Cultural Services Director or her designee. If WCC makes any changes to its governing documents, WCC shall provide a copy of any changes to the Department Director or her designee. The City reserves the right to request any documents it deems necessary to confirm WCC's current governing structure and to make appropriate changes

to this Agreement if it deems such changes necessary after WCC makes any changes to its governing documents, including but not limited to terminating this Agreement if the City in its sole discretion determines such change or termination to be necessary.

- r) WCC shall make no permanent physical improvements to Westside Center without first obtaining the approval of the governing authorities of the City of Jackson. Any physical improvements made by WCC shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City of Jackson.
- s) WCC understands and agrees that during the term of this agreement, the City of Jackson may use the Westside Center or permit to use or cause to be used for other persons and/or entities. WCC agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of Westside Center.
- t) WCC represents and warrants that it has inspected the Westside Center and equipment to the extent WCC deems necessary, and that same are in proper condition and adequate for the uses contemplated by WCC.
- u) WCC shall provide all equipment, supplies and personnel necessary to host its neighborhood association meetings, community engagement events, festivals, and etc. for the residents of the Westside Community.
- v) All revenue received by WCC shall be used solely for the use and benefit of the Westside Community and the City of Jackson, Mississippi or making approved improvements of Westside Center. If WCC desires at any time to collect admission fees, written approval from the Department of Human & Cultural Services Director or her designee shall be requested.
- w) WCC shall use Westside Center in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable federal, state and local laws, rules, regulations, policies and procedures. WCC shall be responsible for informing its officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City of Jackson, Westside Center shall not be used for any purpose except those herein designated.
- x) WCC shall report all vandalism to the Department of Human & Cultural Services Director or her designee immediately upon its discovery. Thereafter, WCC shall submit a written report of such vandalism.
- y) WCC shall provide the Department of Human & Cultural Services Director or her designee with a certificate of insurance. WCC expressly releases the City of Jackson, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this MOU and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City of Jackson as a result of the WCC's performance under this Agreement.

- z) Department of Human & Cultural Services Director or her designee shall serve as the liaison between the City of Jackson and WCC and, as such, shall interpret the requirements set forth in this MOU and ensure compliance therewith.
- aa) This MOU may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, WCC's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City of Jackson to terminate this MOU immediately.
- bb) Failure of the City of Jackson to insist upon strict performance of any term or condition of this MOU shall not be deemed a waiver of any subsequent breach of such term or condition.
- cc) WCC is in all respects an independent entity, not being a part of the City of Jackson or associated therewith, except as a party to this Agreement.
- dd) Nothing contained herein shall be construed to be a waiver of governmental immunity by the City of Jackson, its officers and employees.
- ee) WCC shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. WCC must receive the written consent of the Department of Human & Cultural Services Director or her designee prior to entering into any concession MOU with a third party. Any MOU that will assign or sublease the sale of concessions must be in writing and must be approved by the Department of Human & Cultural Services Director or her designee prior to taking effect.
- ff) WCC shall, at the end of this Agreement, provide the Department of Human & Cultural Services Director or her designee with a complete financial statement outlining the income and expenses of the WCC and any improvement solely for the improvement of the Facilities covered by this Agreement.
- gg) WCC shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the WCC at the stated facility.
- hh) WCC shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon Westside Center or any part thereof, or in any way increase the rate of fire or public liability insurance upon the facilities or upon property kept therein or in any way conflict with ordinances of the City of Jackson or in any way obstruct or interfere with rights of other users Westside Center under City of Jackson control or which would cause injury or annoy such other users, in any manner.

- ii) WCC shall not violate the Municipal Fire Code and/or Ordinance as to the occupancy limit and seating capacity as to Westside Center so that the persons may safely or freely move about in designated room(s), and the decision of City of Jackson in this respect shall be final in accordance with the applicable laws and/or ordinances and regulations.

- jj) WCC agrees that no portion of the sidewalks, entries, vestibules, hall, stairways, or access to public utilities of Westside Center shall be obstructed by WCC or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by WCC. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

- kk) WCC agrees that no chair or moveable seat will be permitted to be or remain in the passageways, and will keep said passageways clear at all times.

ADDITIONAL PROVISIONS.

- a) The City of Jackson and WCC shall be excused from performance of any or all of its obligations hereunder in the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civil disturbance, epidemics, pandemics or any other cause beyond the reasonable control of the City of Jackson.

- b) This MOU shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

- c) If any paragraph or part of a paragraph of this MOU shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

- d) In the event any MOU contained in this MOU shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
 - a. This MOU shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

 - b. This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

- c. No amendment, change, modification, alteration or termination of this MOU shall be made other than pursuant to a written MOU signed by the City of Jackson and the WCC.
- e) If the Agency fails to fulfill any of its duties, the City may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the User of contract termination.
- f) Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

For: City of Jackson
Dr. Pamela Scott, Director
Department of Human and Cultural Services
633 North State Street, Suite 418
Jackson, Mississippi 39209

(601) 960-0764

For: Westside Civic Club
Seymore Bell, President

(601)918-3606

With Copy to: Office of the City Attorney
455 East Capitol Street
Jackson, Mississippi 39201

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a MOU with the WCC that shall commence upon execution and continue for a period of five (5) years and thereafter shall terminate.

IT IS FURTHER ORDERED that the governing authorities for the City of Jackson find the programs offered by the WCC are within the social and community service programs anticipated by Section 21-19-65. The Department of Human and Cultural Services may contribute matching funds, either cash or in-kind contributions, to support the specific programs authorized by Section 21-19-65; however, the department is prohibited from donating, whether in the form of cash or in-kind services, that would be in excess of a matching amount.

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

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

Nays – None.

Absent – Stokes.

There came on for consideration Agenda Item No. 20:

ORDER RATIFYING PAYMENT TO JOHNSON CONTROLS FOR REPAIRS PURSUANT TO THE EMERGENCY DECLARATIONS ISSUED BY THE GOVERNING AUTHORITY OF THE CITY OF JACKSON. President Grizzell stated that said item was pulled by the Administration.

There came on for consideration Agenda Item No. 21:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR FIVE COPIERS TO SUPPORT THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES. President Grizzell stated that said item was pulled by the Administration.

ORDER RATIFYING AND APPROVING PAYMENT TO ROBERT J YOUNG FOR PROVIDING A CANON IMAGE RUNNER ADVANCE COPIER USED BY THE ZONING DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

WHEREAS, the Department of Planning and Development entered into a 48-month rental agreement for a copier machine; and

WHEREAS, Robert J Young provided a Canon Image Runner Advance C5560i through the State of Mississippi Contract #82-00044603; and

WHEREAS, the contract with Robert J Young has expired; and

WHEREAS, the Department of Planning and Development has received invoices from Robert J Young:

Invoice #	Date	Amount
INV6753253	2/1/24	\$679.88
INV6854661	4/2/24	\$613.60
INV6903901	5/1/24	\$817.48
TOTAL		\$ 2110.96

IT IS, THEREFORE, ORDERED that the invoices in the table above are ratified and that payment shall be made to Robert J Young.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

Note: Council Member Stokes returned to the meeting during the discussion.

* * * * *

ORDER AUTHORIZING AMENDMENT TO THE JULY 2, 2024 ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, CARL AND FRANCES FRAZIER, BEN WIGGINS REMODELING, FOR THE USE OF HEALTHY HOMES PRODUCTION GRANT FUNDS TO IMPLEMENT HOUSING REPAIR ACTIVITIES UNDER THE DEPARTMENT OF PLANNING AND DEVELOPMENT’S HEALTHY HOMES PRODUCTION GRANT PROGRAM.

WHEREAS, on July 2, 2024, The City Council adopted an Order, authorizing the mayor to execute contracts between the City of Jackson, Carl and Frances Frazier and Ben Wiggins Remodeling, for the use of Healthy Homes Production Grant Funds to implement housing repair activities under the department of Planning and Development’s Healthy Homes Production Grant Program; and

WHEREAS, the original contract was effective July 12, 2024 – September 12, 2024 for the amount of \$9,980.00; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development, is recommending the original executed contract be amended; and

WHEREAS, the additional work needed included repairs to the home’s damaged exterior and purchase and installation of base shoe molding, where repairs were completed; and

WHEREAS, due to additional material needed, the cost of the repairs increased \$950.00, leading the total contract price to increase from \$9,998.00 to \$10,948.00; and

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

WHEREAS, the contract amendment will allow the contractor to be paid \$10,948, which resulted from the unforeseen costs associated with the repairs.

IT IS, THEREFORE, ORDERED that the mayor be authorized to execute amendments to the contract between the City of Jackson, Carl and Frances Frazier, and Ben Wiggins Remodeling for housing repair activities under the Department of Planning and Development's Healthy Homes Production Grant Program.

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

President Grizzell recognized **Reginald Jefferson, Deputy Director of Housing and Community Improvement**, who provided a brief overview of said item.

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

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

ORDER RATIFYING THE SUBMISSION OF A CERTIFIED LOCAL GOVERNMENT GRANT AND AUTHORIZING THE MAYOR TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT FOR THE 2025 FISCAL YEAR (CLG FY 2025) FROM THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR THE PURPOSE OF PREPARING NOMINATIONS FOR THE JOSH HALBERT GARDEN AND THALIA MARA HALL TO THE NATIONAL REGISTER OF HISTORIC PLACES.

WHEREAS, the City of Jackson is a Certified Local Government (CLG) designated by the Mississippi Department of Archives and History (MDAH), and as such, is eligible for state grant monies to implement the goals of Jackson's historic preservation program; and

WHEREAS, the Jackson Historic Preservation Commission is mandated by Ordinance to ensure harmonious, orderly and efficient growth and development of the City, and to effect and accomplish the protection, enhancement and perpetuation of historic properties which represent distinctive elements of the City's cultural, social, economic, political and architectural heritage; and

WHEREAS, the City of Jackson has received grant funds for many important preservation planning projects in past years, including a 2021 CLG grant for the fence repair of the Mount Olive Cemetery and the restoration of the front porch of the Scott Ford Houses; and

WHEREAS, Josh Halbert Garden is part of the historic fabric of the city of Jackson and a center of cultural significance; and

WHEREAS, Thalia Mara Hall is part of the historic fabric of the City of Jackson and is a center of local, state, national and international cultural significance; and

WHEREAS, the MDAH has awarded the City of Jackson a Certified Local Government Grant for FY 2025 in the amount of \$10,000.00 to support the national register nominations of Josh Halbert Garden and Thala Mara Hall; and

WHEREAS, the total cost of the project is \$20,000.00 and the City of Jackson has allocated \$10,000.00 in its FY2025 budget as a match to complete the project; and

WHEREAS, the Department of Planning and Development recommends the governing authorities for the City of Jackson ratify the submission of the CLG FY 2025 matching grant in the amount of \$10,000.00 and accept the award of said grant.

IT IS, THEREFORE, ORDERED that submission of the CLG FY 2025 matching fund grant for the purpose of preparing the nominations of Josh Halbert Garden and Thalia Mara Hall to the National Register of Historic Places is hereby ratified and said matching fund grant in the amount of \$10,000.00 is hereby accepted.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any and all related documents pertaining to the receipt of said grant from the Mississippi Department of Archives and History.

Council Member Stokes moved adoption; **President Grizzell** seconded.

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

Nays – None.

Absent – None.

ORDER AMENDING AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS TOTALING \$218,833.12 BETWEEN THE CITY OF JACKSON AND VARIOUS COMMUNITY-BASED ORGANIZATIONS FOR THE USE OF 2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO IMPLEMENT PUBLIC SERVICE ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA.

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

WHEREAS, on April 8, 2025 the City Council approved the use of Fiscal Year 2023 HUD funds for various organizations; and

WHEREAS, the contract term in the original order did not fully encompass the time allowed by HUD to spend the allocated funds; and

WHEREAS, the total Fiscal Year 2023 Community Development Block Grant allocation amount awarded to the City of Jackson from the U.S. Department of Housing and Urban Development is \$1,745,968.00 ($\$1,745,968.00 \times 15\% = \$261,895.20$); and

WHEREAS, the City wishes to award contracts with several community-based organizations for the use of CDBG funds in the amount of \$218,833.12 for reimbursement of eligible expenses and accomplishments reported for the 2023 Program Year; and

WHEREAS, the organizations will provide an updated scope of services that aligns with the funding award amount prior to execution of any contract for the use of ESG funds; and

WHEREAS, the contracts will now be effective October 1, 2024 – September 30th, 2025, in an amount totaling an aggregate amount Two Hundred Eighteen Thousand, Eight Hundred Thirty-Three Dollars and Twelve Cents (\$218,833.12); and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to amend the contracts with various organizations for public service activities for various organizations utilizing the 2023 CDBG funds to allow for a term from October 1, 2024 – September 30th, 2025 for the following organizations and amounts:

<u>Agencies</u>	<u>Activity</u>	<u>Amount Awarded</u>
Carters Compassionate	Domestic Violence Services	\$27,354.14
Catholic Charities	Domestic Violence Services	\$27,354.14
Genesis and Light Center (GLEAM)	Senior Services	\$27,354.14
Genesis and Light Center	Youth After School Services	\$27,354.14
New Way Mississippi	Re-Entry Workforce Development	\$27,354.14
Stewpot Community Services	Youth After School Services	\$27,354.14
Operation Shoestring	Youth Services	\$27,354.14

MINUTE BOOK 7B

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 8, 2025 10:00 A.M.**

Jamboree Child Development	Daycare Services	\$27,354.14
TOTAL		\$218,833.12

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION’S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2025 COMPETITIVE FUNDING OPPORTUNITY ENTITLED BUS & BUS FACILITIES GRANT PROGRAM IN THE AMOUNT OF \$3,500,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS.

WHEREAS, on May 15, 2025, the U.S. Department of Transportation’s Federal Transit Administration announced the availability of a Discretionary FY2025 Competitive Funding Opportunity entitled Bus & Bus Facilities Grant Program (Federal Assistance Listing 20.526 and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2025-007-TPM-BUS; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for low or no-emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by July 14, 2025; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of Three Million Four Hundred Thousand Dollars (\$3,500,000.00), of which Two Million and Eight Hundred Thousand Dollars (\$2,800,000.00) would be federal funds that, if awarded, will require a 20% match in the amount of Seven Hundred Thousand Dollars (\$700,000.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2026 and FY2027; and

WHEREAS, the funds will be used to improve the bus stops/facilities by purchasing: (a) bus stop pole benches; (b) bus stop marketing benches; (d) bus stop shelters; (e) digital signage; and (f) to cover the cost for installation; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City’s public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of Three Million Four Hundred Thousand Dollars (\$3,500,000.00), of which Two Million and Eight Hundred Thousand Dollars (\$2,800,000.00) would be federal funds that, if awarded, will require a 20% match in the amount of Seven Hundred Thousand Dollars (\$700,000.00) from the City of Jackson General Fund.

IT IS, FURTHER ORDERED that any awarded funds shall be used over FY2026 and FY2027 to be used to improve the bus stops/facilities by purchasing: (a) bus stop pole benches; (b) bus stop marketing benches; (d) bus stop shelters; (e) digital signage; and (f) cover the cost for installation.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,669,601.00 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$291,591.00.

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration, annually allocates funding for states under the Section 5307 Urbanized Area Formula Grant for Capital, Operating Assistance, and Transportation-Related Planning and the Section 5339 Bus and Bus Facilities Formula Grant; and

WHEREAS, to receive these funds, the City must submit its application; and

WHEREAS, the Transit Division intends to apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$3,669,601.00 from the Section 5307 Urbanized Area Formula Grant for Capital, Operating, and Planning Assistance, which is the FY2025 apportionment for the City based on the Congressional appropriation; and

WHEREAS, Section 5307 has a local match requirement of 50% for a portion of the funds, and a 20% match for a portion of the funds; and

WHEREAS, the Transit Division intends to apply to the U.S. Department of Transportation, Federal Transit Administration, for financial assistance in the amount of \$291,591.00 for the Section 5339 Bus and Bus Facilities Assistance, which is the FY2025 apportionment for the City of Jackson based on the Congressional appropriation; and

WHEREAS, these funds can be used to support capital purchases, operations, and planning expenses, and bus and bus facilities expenses for the City’s public transportation system; and

WHEREAS, Section 5339 has a local match requirement of 20%; and

WHEREAS, the local match required for the 20% matching funds under Section 5307 is \$342,000.00, the local match required for the 50% matching funds under Section 5307 is \$2,300,000.00, the local match required for 20% of matching funds for Section 5339 is \$72,898; and

WHEREAS, the total local match required of the City is \$2,715,298.00 upon acceptance of the federal grant funds; and

WHEREAS, the table below illustrates the funding available under each program, the match percentage, the federal funding available, the required local match, and the totals of the federal funds and the local match:

FY2025 Apportionments			
Section 5307			
	Federal	Local	Total

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, JULY 8, 2025 10:00 A.M.**

50%/50%	\$ 2,300,000.00	\$ 2,300,000.00	\$ 4,600,000.00
80%/20%	\$ 1,369,601.00	\$ 342,000.00	\$ 1,712,001.00
Subtotal	\$ 3,669,601.00	\$ 2,642,400.00	\$ 6,312,001.00

Section 5339			
	Federal	Local	Total
80%/20%	\$291,591.00	\$ 72,898.00	\$ 364,489.00
Subtotal	\$ 291,591.00	\$ 72,898.00	\$ 364,489.00

	Federal	Local	Total
Overall Totals	\$ 3,961,192.00	\$ 2,715,298.00	\$ 6,676,490.00

WHEREAS, it is recommended that the City apply for and accept the grant awards for assistance in funding the City’s public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to apply to the U.S. Department of Transportation, Federal Transit Administration for a grant of \$3,669,601.00 from the Section 5307 formula grant and of \$291,591.00 from the Section 5339 formula grant for a total grant of \$3,961,192.00 to assist in the funding of the City’s public transportation system.

IT IS, FURTHER ORDERED that the Mayor, or where applicable under the rules and regulations of the funding authority, his designee, is authorized to accept the funds awarded, execute any documents and agreements required for receipt of funds, submit financial reports concerning the receipt and expenditure of the monies, and execute any and all other documents necessary for the administration of the grants.

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

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

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 28:

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDERS #100-101 AND RELATED DOCUMENTS TO THE CONTRACT #2024443 WITH QUALITY COMMUNICATION, INC. FOR SECURITY CAMERA SYSTEM SOLUTION OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). President Grizzell stated that said item was pulled by the Administration.

There came on for consideration, Agenda Item No. 29:

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEMS FOR THE CITY OF JACKSON’S PUBLIC TRANSPORTATION SYSTEM (JTRAN). President Grizzell stated that said item was pulled by the Administration.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AND EASEMENT INSTRUMENT WITH ATMOS ENERGY CORPORATION TO ASSIST IN THE RELOCATION OF A NATURAL GAS LINE OFF THE CAMPUS OF JACKSON STATE UNIVERSITY.

WHEREAS, the Atmos Energy Corporation is currently in the process of replacing a natural gas line and relocating it off the mall area of the campus of Jackson State University; and

WHEREAS, in exchange for the granting of this right-of-way and easement, Atmos Energy Corporation agrees to pay the City an amount of \$1,500.00 for the easement, which is 0.2 acres, based on their per acre acquisition price of \$75,000.00; and

WHEREAS, this amount is determined to be just compensation to the City for the acquisition of this easement; and

WHEREAS, the easement is located upon the City property where Fire Station #28 is located; and

WHEREAS, City of Jackson Fire Department officials have discussed the easement with a representative of Atmos Energy Corporation and do not object to the location and the granting of the easement; and

WHEREAS, the form of the right-of-way and easement instrument, including the terms and conditions are attached hereto has an exhibit and is incorporated into the minutes of the City Council.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Right-of-Way and Easement Instrument with Atmos Energy Corporation in the form attached hereto for an amount of \$1,500.00.

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

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

Nays – None.

Absent – None.

* * * * *

**ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY, INC.,
FOR A BROOM STREET SWEEPER THAT DOES NOT REQUIRE A
COMMERCIAL DRIVER’S LICENSE TO OPERATE, (BID NO. 76577-041525).**

WHEREAS, sealed bids for one (1) Broom Street Sweeper that does not require a Commercial Driver’s License to operate opened on April 15, 2025 and two (2) bid were received; and

WHEREAS, the Infrastructure Management Division/Bridges and Drainage will use said Street Sweeper throughout the City of Jackson on various streets; and

WHEREAS, the Infrastructure Management division, a division of the Department of Public Works, has reviewed the bids and determined that only one bid, the bid of Sansom Equipment Company, Inc. meets the specifications; and

WHEREAS, the bid of Ingram Equipment Company was determined to be non-compliant because it was of a weight that would require a Commercial Driver’s License to operate, it was not a mechanical broom sweeper, as well as numerous other specifications; and

WHEREAS, the Division recommends that the governing authorities deem the bid submitted by Sansom Equipment Company, Inc., received April 15, 2025, in the amount of \$385,750.00 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid received April 15, 2025 from Samson, Equipment Company Inc., for one (1) Broom Street Sweeper that does not require a Commercial Driver’s license to operate, at a total cost of \$385,570.00 be accepted as the lowest and best bid received, it being determined that said bid meets the City specifications.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. TO DEVELOP AND EXECUTE THE CLOSURE AND REMEDIATION ACTION PLAN AT THE CITY OF JACKSON RUBBISH FILL.

WHEREAS, Neel Schaffer is continuing to provide professional services and assistance in drafting a Closure and Remediation Action Plan for the Rubbish Fill near Byram, Mississippi, and has requested a contract amendment in the amount of \$35,000.00, increasing the original amount of the contract from \$62,000.00 to \$97,000.00; and

WHEREAS, Neel-Schaffer has made a request to the Mississippi Department of Environmental Quality for a permit modification to allow for side slopes with a ratio of three (3) feet horizontally to each one (1) foot of vertical height, instead of the currently permitted 4H: 1V side slopes; and

WHEREAS, Neel-Schaffer has requested a quote from the geotechnical engineering firm, Burns Cooley Dennis, to provide the required MDEQ slope stability analysis needed for the consideration for the permit modification; and

WHEREAS, the Mississippi Department of Environmental Quality has also required additional clay lifts in the current cell and adjust the maximum allowable elevation, which will be included in the amended agreement; and

WHEREAS, the modification will include development of a Class I Rubbish Permit Modification application, incorporating necessary design modifications, and coordination of the submission of this application to the Mississippi Department of Environmental Quality; and

WHEREAS, Neel-Schaffer, with the assistance of Burns Cooley Dennis, will provide additional engineering and geotechnical engineering services in accordance with the Mississippi Department of Environmental Quality regulations and requirements in the amount of \$35,000.00:

1. To engage the geotechnical engineering sub consultant and provide the required slope stability analysis.
2. To modify the existing Class I Rubbish permit.
3. To oversee the addition of the clay lifts in the existing cell and to coordinate with the Mississippi Department of Environmental Quality.

WHEREAS, Neel-Schaffer, with the assistance of Burns Cooley Dennis, will provide additional engineering and geotechnical engineering services in accordance with the amended schedule as described above, and the development plan will include all current and recent MDEQ requirements for an additional amount of \$35,000.00, for a total amended contract amount of \$97,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 to the Professional Engineering Services Agreement with Neel-Schaffer, for an additional amount of \$35,000.00 to provide professional engineering and geotechnical engineering services for a permit modification, clay lifts in the current cell, adjustment of the maximum elevation, and the continued 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.

IT IS, FURTHER ORDERED that the total not to exceed amount of this Contract is amended to \$97,000.00.

President Grizzell recognized **LaKeshia Weathers, Solid Waste Manager**, who provided a brief overview of said item.

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

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

Absent – None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “NAKEDRA FREEMAN V. THE CITY OF JACKSON, MISSISSIPPI” IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 24-347.

WHEREAS, on February 5, 2024, Plaintiff filed a Complaint in the County Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, and

WHEREAS, Plaintiff, Nakedra Freeman, alleged negligence against the City and its employee arising out of an automobile crash that occurred on April 6, 2023; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$14,000.00 in return for a complete release of the City of Jackson, Mississippi, and its employees from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its employees; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for \$14,000.00 in the lawsuit styled Nakedra Freeman v. City of Jackson, Mississippi, County Court of Hinds County, Mississippi, First Judicial District, Cause No. 24-347; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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

Nays – None.

Absent – None.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A GRANT TO SUPPORT THE 15TH ANNUAL DOGGONE ‘DITION FESTIVAL (RANDER AND JANICE ADAMS) IN THE AMOUNT OF TEN THOUSAND DOLLARS.

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

WHEREAS, the City Council of the City of Jackson recognizes the contribution of the Doggone 'Dition to the quality of life for the citizens of West Jackson and the entire city; in addition to an annual “Back-to-School” Parade, parents and students are provided festival food and school supplies to excite and encourage them on the importance of education, excelling and staying in school; and

WHEREAS, the Doggone 'Dition provides adult and youth fellowship which boosts the morale and bond of the community; ultimately, these activities infuse the City of Jackson with renewed hope about the future for all people of our city; and

WHEREAS, it is in the best interest of the City of Jackson to support the dedicated community efforts of the Doggone 'Dition.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi, hereby authorizes the grant of Ten Thousand Dollars (\$10,000.00) to support the 15th annual Doggone 'Dition Festival (Rander and Janice Adams).

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

President Grizzell recognized **Rander and Janice Adams**, who provided a brief overview of said item.

President Grizzell recognized **Council Member Parkinson**, who moved; seconded by **Council Member Stokes** to amend said order to include a 90-day written summary of how the money from the grant was used and present it to the Council. The motion prevailed by the following vote:

Yeas – Clay, Foote, Grizzell, Hartley, Parkinson and Stokes.

Nays – None.

Abstentions – Brown-Thomas.

Absent – None.

Thereafter, **President Foote** called for a vote on said order, as amended:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING
A GRANT TO SUPPORT THE 15TH ANNUAL DOGGONE 'DITION FESTIVAL
(RANDER AND JANICE ADAMS) IN THE AMOUNT OF TEN THOUSAND
DOLLARS.**

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

WHEREAS, the City Council of the City of Jackson recognizes the contribution of the Doggone 'Dition to the quality of life for the citizens of West Jackson and the entire city; in addition to an annual "Back-to-School" Parade, parents and students are provided festival food and school supplies to excite and encourage them on the importance of education, excelling and staying in school; and

WHEREAS, the Doggone 'Dition provides adult and youth fellowship which boosts the morale and bond of the community; ultimately, these activities infuse the City of Jackson with renewed hope about the future for all people of our city; and

WHEREAS, it is in the best interest of the City of Jackson to support the dedicated community efforts of the Doggone 'Dition.

WHEREAS, Rander and Janice Adams will provide a 90-day written summary of how the money from the grant was used and present it to the Council.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi, hereby authorizes the grant of Ten Thousand Dollars (\$10,000.00) to support the 15th annual Doggone 'Dition Festival (Rander and Janice Adams).

Yeas – Clay, Foote, Hartley, Parkinson and Stokes.

Nays – None.

Abstentions – Brown-Thomas and Grizzell.

Absent – None.

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AUTHORIZING
A GRANT TO SUPPORT THE JACKSON MUSIC AWARDS OF TWENTY-FIVE
THOUSAND DOLLARS.**

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

WHEREAS, the City Council of the City of Jackson recognizes the contribution of the Jackson Music Awards to the quality of life for the citizens of Jackson; and

WHEREAS, Jackson Music Awards Association, Inc. began with Rhythm and Blues in 1974; and, with Gospel Music in 1974; and, with Hip Hop in 2005; and

WHEREAS, it is in the best interest of the City of Jackson to support the ambassador efforts of the Jackson Music Awards.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby authorizes the grant to support the Jackson Music Awards in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

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

President Grizzell recognized **Jessie and Judy Thompson**, who provided a brief overview of said item.

President Grizzell recognized **Council Member Parkinson**, who moved; seconded by **Council Member Stokes** to amend said order to include a 90-day written summary of how the money from the grant was used and present it to the Council. The motion prevailed by the following vote:

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

President Grizzell recognized **Council Member Parkinson** who moved to amend said order to reduce the amount of the grant from \$25,000.00 to \$15,000.00.

Note: Motion died due to a lack of a second.

Thereafter, **President Foote** called for a vote on said order, as amended:

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AUTHORIZING
A GRANT TO SUPPORT THE JACKSON MUSIC AWARDS OF TWENTY-FIVE
THOUSAND DOLLARS.**

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

WHEREAS, the City Council of the City of Jackson recognizes the contribution of the Jackson Music Awards to the quality of life for the citizens of Jackson; and

WHEREAS, Jackson Music Awards Association, Inc. began with Rhythm and Blues in 1974; and, with Gospel Music in 1974; and, with Hip Hop in 2005; and

WHEREAS, it is in the best interest of the City of Jackson to support the ambassador efforts of the Jackson Music Awards.

WHEREAS, Jackson Music Awards Association, Inc. will provide a 90-day written summary of how the money from the grant was used and present it to the Council.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes the grant to support the Jackson Music Awards in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

Yeas – Hartley, Parkinson and Stokes.
Nays – Foote.

Abstentions – Clay, Brown-Thomas and Grizzell.
Absent – None.

Note: Said item failed due to a lack of majority vote.

President Grizzell recognized **Council Member Stokes**, who moved, seconded by **Council Member Hartley** to reconsider the previous item. The motion prevailed by the following vote:

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

President Grizzell requested that the Clerk read the Order:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AUTHORIZING A GRANT TO SUPPORT THE JACKSON MUSIC AWARDS OF TWENTY-FIVE THOUSAND DOLLARS.

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

WHEREAS, the City Council of the City of Jackson recognizes the contribution of the Jackson Music Awards to the quality of life for the citizens of Jackson; and

WHEREAS, Jackson Music Awards Association, Inc. began with Rhythm and Blues in 1974; and, with Gospel Music in 1974; and, with Hip Hop in 2005; and

WHEREAS, it is in the best interest of the City of Jackson to support the ambassador efforts of the Jackson Music Awards.

WHEREAS, Jackson Music Awards Association, Inc. will provide a 90-day written summary of how the money from the grant was used and present it to the Council.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hereby authorizes the grant to support the Jackson Music Awards in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

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

ORDER AUTHORIZING THE CITY ATTORNEY TO INITIATE LEGAL ACTION AGAINST THE CANADIAN PACIFIC KANSAS CITY RAILWAY/KANSAS CITY SOUTHERN RAILWAY COMPANY FOR OBSTRUCTION OF PUBLIC RIGHT-OF-WAY AT FORTIFICATION STREET AND MAPLE STREET AND AT PRENTISS STREET AND FORTIFICATION STREET.

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

WHEREAS, the intersections of Fortification Street and Maple Street and of Prentiss Street and Fortification Street are vital public thoroughfares within the City of Jackson; and

WHEREAS, the Kansas City Southern Railway Company has repeatedly and unreasonably blocked said intersections by staging or halting railcars across public streets; and

WHEREAS, thereby delaying vehicular traffic, endangering public safety, delaying emergency services, and interfering with the public's lawful use of the rights-of-way; and

WHEREAS, these ongoing obstructions violate the public interest and may constitute unlawful interference with the City's right-of-way.

THEREFORE, BE IT HEREBY ORDERED that the City Council of Jackson Mississippi, hereby authorizes the City Attorney to initiate and pursue all necessary legal proceedings against the Canadian Pacific Kansas City Railway/Kansas City Southern Railway Company.

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

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

Nays – None.

Absent – None.

ORDER APPOINTING JIREH ANDERSON AS DEPUTY COUNCIL CLERK.

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

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

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

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

IT IS HEREBY ORDERED that Jireh Anderson shall be appointed to serve as Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Jireh Anderson upon commencement of her service as Deputy Clerk of the Council shall be \$34,698.44 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that Jireh Anderson's tenure as Deputy Clerk of Council shall continue and be at the will and pleasure of the Jackson City Council.

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

IT IS HEREBY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Jireh Anderson as Deputy Clerk of the Council.

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

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

Nays – None.

Absent – None.

DISCUSSION: LERONE BENNETT, JR. DRIVE: **President Grizzell** recognized **Council Member Stokes**, who expressed concerns with the Lerone Bennett, Jr. Drive honorary sign needing to be installed on a portion of Maple Street and the Rob J honorary sign needing to be placed on a portion of Martin Luther King, Jr. Drive.

DISCUSSION: BRUCE PAYNE DRIVE: **President Grizzell** recognized **Council Member Stokes**, who expressed concerns with the Bruce Payne Drive honorary sign needing to be installed on a portion of Lynch Street.

DISCUSSION: INTERIM APPOINTMENTS: President Grizzell recognized Mayor Horhn, who announced the interim appointments as follows: Joseph Wade, Chief of Police; RaSean Thomas, Chief of Fire; Willie Bozeman, Chief of Staff; Pieter Teeuwissen, Chief Administrator Officer; Drew Martin, City Attorney; Fidelis Malembeka, Chief Financial Officer; Toya Martin, Human Resource Director; Von Anderson, Planning and Development Director; Pam Junior, Human and Cultural Director; Grace Fisher, Communication and Constituent Services Director and Angela Harris, Municipal Clerk.

There came on for Discussion Item No. 41:

DISCUSSION: LITIGATION-LEGAL MATTERS. President Lindsay recognized Drew Martin, City Attorney, who stated that Executive Session was not needed.

MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Grizzell stated that all City Council members had received the monthly financial report for review.

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

- Mr. Jimmy Lee Ellis Sr.
- Mr. Charles Earl Griffin, Sr. ESQ.
- Mr. George "G-Swagg" Swaggard, Jr.
- Mrs. Toni Francis McDay
- Mr. Charlie "Black Murray, Jr.
- Ms. Mosie Burks, "Legendary Gospel Music Pioneer"
- Ms. Mosie Burks
- Mr. Fred Scott

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 6:00 p.m. on July 15, 2025. At 12:18 p.m., the Council stood adjourned.

PREPARED BY:


CLERK OF COUNCIL

APPROVED:

 7/29/2025
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:


CITY CLERK
