

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on March 25, 2025, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4 (via teleconference); Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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

The invocation was offered by **Pastor Robert Green, Fondren Church, Ward 7**.

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

Note: Council Member Grizzell joined the meeting via teleconference.

The following announcements were provided to open the meeting:

- **President Lindsay** announced the following:
 - Opened the meeting in memory of **LaaWanda Horton**, former Director of Administration.
- **Council Member Foote** announced the following:
 - Opened and closed in honor of **Dr. Tom Herron** who passed away.

The following individuals provided public comments during the meeting:

- **Zach Servis** expressed concerns regarding the City's Open Data Ordinance.
- **Jacqueline Thomas** expressed concerns regarding identity theft.
- **Precious Richardson** expressed concerns regarding housing issues.
- **Margie Butler** and **Brenda Roscoe** expressed concerns regarding 3819 Douglas Avenue.
- **George** and **Gloria Poindexter** expressed concerns regarding South Jackson.

Note: Council Member Stokes joined the meeting; **Vice President Grizzell** joined the meeting in person and **Council Member Banks** joined the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CCLS LAWN AND DRYWALL AND PAINTING SERVICES, LLC TO BOARD UP AND SECURE; CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES, AND SAPLINGS; REMOVE THE TRASH, DEBRIS, FALLEN TREES (PARTS & LIMBS), WOODEN BOARDS/CRATES, APPLIANCES/OLD FURNITURE, BUILDING MATERIALS, OLD BRICKS,, TIRES; CLEAN CURBSIDE, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2337 LOCATED AT 3005 WOODVIEW DR. PARCEL #628-301 \$1,500.00.

WHEREAS, on December 19, 2023 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following administrative hearing held on September 26, 2023; and

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

WHEREAS, based on stated requirements, CCLS Lawn and Drywall and Painting Services, LLC submitted the lowest and best bid and through its representative, George Ephfrom, agreed to board up and secure; cut grass, weeds, shrubbery, fence line, brushes and saplings; remove the trash, debris, fallen trees (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3005 Woodview Dr., Jackson, MS 39212 Parcel #628-301 for the sum of \$1,500.00; and

WHEREAS, CCLS Lawn and Drywall and Painting Services, LLC has a principal office address 2421 Montebello Dr., Jackson, MS 39213, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work \$1,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

CCLS Lawn and Drywall and Painting Services, LLC
George Ephfrom
2421 Montebello Dr.
Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

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

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

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

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

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

SECTION 17 - PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with CCLS Lawn and Drywall and Painting Services, LLC to board up and secure; cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris, fallen trees (parts & limbs), wooden boards/crates, appliances/old furniture, building materials, old bricks, tires; clean curbside to remedy conditions for property located at 3005 Woodview Dr., Jackson, MS 39212 which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$1,500.00 shall be paid to CCLS Lawn and Drywall and Painting Services, LLC for the services provided from funds budgeted for the Community Improvement Division.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1359 LOCATED AT 6380 ABRAHAM LINCOLN DR. – PARCEL #802-381 \$5,500.00.

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

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, and agreed to demolish structure, remove foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 6380 Abraham Lincoln Dr. Parcel #802-381 for the sum of \$5,500.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work \$5,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

Socrates Garrett
2659 Livingston Rd.
Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

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

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

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

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

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

SECTION 17 - PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 6380 Abraham Lincoln Dr., Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-76 LOCATED AT 2709 GLENN ST- PARCEL #209-156 – \$8,500.00.

WHEREAS, the State of Mississippi received 2709 Glenn St. due to delinquent taxes; and

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

WHEREAS, on August 1, 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-22-76 located at 2709 Glenn St. parcel #209-156 in Ward 5 of the City of Jackson; and

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

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid, through Socrates Garrett, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, remove trash and debris, and perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2709 Glenn St. for the sum of \$8,500.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - 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 \$8,500.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

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

SECTION 5 - INSURANCE:

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

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

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

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 - NOTICES:

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

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

Socrates Garrett Enterprises, Inc.
Socrates Garrett
2659 Livingston Rd.
Jackson, Mississippi 39213

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

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

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

B. Termination for Convenience.

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

SECTION 11 - LAW AND LEGAL REMEDIES:

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

SECTION 12 - INDEMNIFICATION:

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

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

SECTION 13 - PARTIES' RELATIONSHIP:

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

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

SECTION 14 - HEADINGS:

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

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17 - PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

IT IS, THEREFORE ORDERED that the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2709 Glenn 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 \$8,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #209-156 bearing the physical address of 2709 Glenn Street legally described as LOT 9 BLK 3 MEADOW LANE SUB for Case #CE-22-76:

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.

EXHIBIT B



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

NOTICE TO PROCEED

DATE: February 14, 2025

CASE NO: CE-22-76

CONTRACTOR: LELAND SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC
2659 LIVINGSTON RD.
JACKSON, MS 39213

LOCATION: 2709 GLENN ST

MAP / PARCEL: 209-156

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

PRE-WORK INSPECTION PERFORMED	DATE
DATE ISSUED TO CONTRACTOR: _____	ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE: _____	
DATE RETURNED: _____	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: 58,500.00

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND AMERIMAC LANDSCAPING AND DEBRIS, LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-941 LOCATED AT 202 LINDSEY DR- PARCEL #306-6- \$1,250.00.

WHEREAS, on December 19, 2023, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 26, 2023, for Case #CE-22-941 located at 202 Lindsey Dr. parcel #306-6 in Ward 4 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, Amerimac Landscaping and Debris, LLC appeared next on the rotation list and has agreed to cut grass and weeds and remedy the conditions for case #CE-22-941 located at 202 Lindsey Dr., Jackson, MS 39209 with the quoted price of \$1,250.00; and

WHEREAS, Amerimac Landscaping and Debris, LLC has a principal office located at 750 Boling St., Jackson, Mississippi 39209 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 \$1,250.00.

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	Amerimac Landscaping and Debris, LLC Roland Powell 750 Boling St. Jackson, MS 39209
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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 Amerimac Landscaping and Debris, 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 202 Lindsey Dr., Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$1,250.00 shall be paid to Amerimac Landscaping and Debris, 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 # 106-6 bearing the physical address of 202 Lindsey Dr., legally described as LOT 6 BLK A REEBRIDGE ADDN for Case # CE-22-941.

Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove the trash, debris.



*City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39201-0017*

NOTICE TO PROCEED

Date: March 7, 2025
Case No: CE-22-941

CONTRACTOR: Amerimac Landscaping and Debris, LLC
Roland Powell
750 Boling St.
Jackson, MS 39209

LOCATION: 302 Lindsey Dr
MAP / PARCEL: 1066

SCOPE OF WORK: Cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove tree trash, debris.

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

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

NIP AUTHORIZED BY: _____ **DATE:** _____
INSPECTED BY: _____ **DATE:** _____
CAO: _____ **DATE:** _____
PAYMENT AUTHORIZED BY: _____ **DATE:** _____
QUOTE PRICE: _____

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

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

There came on for Introduction, Agenda Item No. 7:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, ESTABLISHING CHAPTER 6, SECTION 6-4. CITY OF JACKSON TRANSIT SYSTEM ADVERTISING ORDINANCE TO REGULATE ADVERTISING IN JACKSON TRANSIT AUTHORITY FACILITIES, VEHICLES, AND PUBLICATIONS.

President Lindsay stated that said item would be placed on the next Regular Council agenda to be held on April 8, 2025.

There came on for Adoption, Agenda Item No. 8:

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

- (a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.
- (b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall be held at 10:00 a.m. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.
- (c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.
- (d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.
- (e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.
- (f) Citizens' Agenda Meetings will be held on the last Thursday of each month at 6:00 p.m. in the council chamber. At this time, the city council will entertain public comments unrelated to items found on the regular council agenda, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations. The city council may call a Citizens' Agenda Meeting on dates and at times and locations set by a majority of the members of the council. During this Citizens' Agenda Meeting, members of the public may be permitted to give comment or input within the prescribed time limit of three (3) minutes per speaker. Prospective speakers at this special called meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. At any Citizens' Agenda Meeting, the city council may take such action as is appropriate under the circumstances on any matter found on the agenda for that meeting. The agenda for the Citizens' Agenda Meeting shall give notice that official action may be taken on matters found on the agenda.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

(a) **Place of meetings.** Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) **Regular meetings.** Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) **Zoning meetings.** Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) **Special meetings.** Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) **Committee meetings.** Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

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

President Lindsay recognized **Shanekia Mosley-Jordan, Clerk of Council** and **Drew Martin, City Attorney**, who provided a brief overview on said item.

President Lindsay recognized **Council Member Hartley** who moved; seconded by **Council Member Clay** to amend said item to change in Section A, "limited to 20 persons to 90 persons" The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

President Lindsay recognized **Council Member Stokes** who moved; seconded by **Council Member Banks** to amend said item to change in Section A, "limited to 90 persons to 75 persons". The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

- (a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.
- (b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall be held at 10:00 a.m. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.
- (c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.
- (d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.
- (e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.
- (f) Citizens' Agenda Meetings will be held on the last Thursday of each month at 6:00 p.m. in the council chamber. At this time, the city council will entertain public comments unrelated to items found on the regular council agenda, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations. The city council may call a Citizens' Agenda Meeting on dates and at times and locations set by a majority of the members of the council. During this Citizens' Agenda Meeting, members of the public may be permitted to give comment or input within the prescribed time limit of three (3) minutes per speaker. Prospective speakers at this special called meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with

reference to which he desires to speak. At any Citizens' Agenda Meeting, the city council may take such action as is appropriate under the circumstances on any matter found on the agenda for that meeting. The agenda for the Citizens' Agenda Meeting shall give notice that official action may be taken on matters found on the agenda.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

- (a) Place of meetings. Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 75 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.
- (b) Regular meetings. Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.
- (c) Zoning meetings. Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.
- (d) Special meetings. Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.
- (e) Committee meetings. Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

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

Nays – None.

Absent – None.

ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL MEETINGS.

WHEREAS, Section 2-64 of the City of Jackson Code of Ordinances establishes the order of business for formulating the agenda for meetings of the Jackson City Council; and

WHEREAS, the current order of business set forth in Section 2-64 of the City of Jackson Code of Ordinances is:

- (1) Call to Order
 - (2) Invocation
 - (3) Pledge of Allegiance
 - (4) Public hearings
 - (5) Introductions
 - (6) Public comments
 - (7) Consent agenda
 - (8) Introduction of ordinances and resolutions
 - (9) Adoption of ordinances and resolutions
 - (10) Regular agenda
 - (11) Announcements
 - (12) Adjournment
- and;

WHEREAS, the order of business set forth in Section 2-64 of the Jackson Code of Ordinances outlines the procedural order of a Council meeting; and

WHEREAS, it is the desire of the Jackson City Council to add the following to the current order of business for regular and called special Council meetings to allow: (1) proclamations, special presentations, commendations and resolutions honoring individuals, business group(s) or organizations.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-64 of the City of Jackson Code of Ordinances shall be amended to establish the order of business for formulating the agenda for meetings of the Jackson City Council as follows:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public comments related to items appearing on the meeting agenda
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Proclamations, special presentations, commendations and resolutions honoring individuals, businesses, group(s) or organizations
- (12) Reports from city council members, mayor or department directors
- (13) Announcements
- (14) Adjournment

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance amending Section 2-64 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

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

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

Nays – None.

Absent – None.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AMENDING ARTICLE III OFFICERS AND EMPLOYEES, DIVISION 1,**

MINUTE BOOK 7A

CREATING SECTION 172 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING A POST-EMPLOYMENT RESTRICTION FOR THE CITY OF JACKSON EMPLOYEES REGARDING EMPLOYMENT WITH CITY VENDORS OR CONTRACTORS

WHEREAS, Article III, of the Jackson Code of Ordinances establishes the protocol for officers and employees of the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson recognizes the importance of maintaining the integrity of municipal governance and ensuring that public trust is upheld in all contractual and procurement matters; and

WHEREAS, conflicts of interest and unfair competitive advantages may arise when former employees immediately transition into roles with vendors or entities that contract with the City; and

WHEREAS, it is in the best interest of the City of Jackson to establish a post-employment restriction to prevent undue influence, ethical concerns, and potential misuse of insider knowledge for personal or corporate gain;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1: PURPOSE

The purpose of this ordinance is to prevent conflicts of interest and uphold the integrity of the City of Jackson's procurement, contracting, and operational processes by prohibiting former employees from engaging in employment with vendors, contractors, or entities doing business with the City of Jackson for a designated period after separation from City employment.

SECTION 2: PROHIBITION

- A. No former City of Jackson employee shall engage in employment, whether as an employee, consultant, contractor, or subcontractor, with any vendor, contractor, or entity that has a contract or agreement with the City of Jackson for a period of five (5) consecutive years following the employee's separation from City employment.
- B. This restriction applies to any former employee who, within the two (2) years preceding their separation, had direct involvement in the oversight, negotiation, administration, or management of contracts or procurement processes with the vendor, contractor, or entity in question.
- C. The restriction further prohibits former City employees from directly or indirectly benefiting from City contracts as a business owner, shareholder, or key stakeholder within the five (5) year post-employment period.

SECTION 3: EXEMPTIONS

This ordinance shall not apply to:

1. Employees who accept employment with federal, state, or local government agencies, provided their role does not directly involve or benefit from contracts with the City of Jackson.
2. Employees who receive a written waiver from the Mayor and City Council based on a demonstrated lack of conflict of interest or undue influence in the employee's prospective employment.

SECTION 4: ENFORCEMENT AND PENALTIES

A. Violation of this ordinance shall result in penalties, including but not limited to:

1. A civil fine not exceeding \$10,000 per violation.

2. Disqualification of any contract, agreement, or procurement award associated with a violating former employee.
3. Permanent disbarment of the former employee and their employer from entering future contracts with the City of Jackson.

B. The City Attorney's Office shall be responsible for investigating and enforcing this ordinance.

SECTION 5: EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication in accordance with applicable law.

SECTION 6: SEVERABILITY

If any provision of this ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 7: REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this ordinance amending article III officers and employees, division 1, creating Section 172 of the code of ordinances of the City of Jackson, Mississippi establishing a post-employment restriction for the City of Jackson employees regarding employment with City vendors or contractors shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

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

President Lindsay recognized **Drew Martin, City Attorney**, who provided a brief overview on said item.

President Lindsay recognized **Council Member Stokes** who moved; seconded by **Vice President Grizzell** to amend said item to replace said Ordinance to mirror the MS State Statutes 25-4-105 and 25-4-107. The motion prevailed by the following vote:

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

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

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING ARTICLE III OFFICERS AND EMPLOYEES, DIVISION 1, CREATING SECTION 172 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI ESTABLISHING A POST-EMPLOYMENT RESTRICTION FOR THE CITY OF JACKSON EMPLOYEES REGARDING EMPLOYMENT WITH CITY VENDORS OR CONTRACTORS.

WHEREAS, Article III, of the Jackson Code of Ordinances, establishes the protocol for officers and employees of the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson recognizes the importance of maintaining the integrity of municipal governance and ensuring that public trust is upheld in all contractual and procurement matters; and

WHEREAS, conflicts of interest and unfair competitive advantages may arise when former employees immediately transition into roles with vendors or entities that contract with the City; and

WHEREAS, it is in the best interest of the City of Jackson to establish a post-employment restriction to prevent undue influence, ethical concerns, and potential misuse of insider knowledge for personal or corporate gain;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1: PURPOSE

The purpose of this ordinance is to prevent conflicts of interest and uphold the integrity of the City of Jackson's procurement, contracting, and operational processes by prohibiting former employees from engaging in employment with vendors, contractors, or entities doing business with the City of Jackson for a designated period after separation from City employment.

SECTION 2: PROHIBITION

No public servant shall perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment. Miss. Code Ann. § 25-4-105(3)(e).

A public servant is defined as

- (i) Any elected or appointed official of the government;
- (ii) Any officer, director, commissioner, supervisor, chief, head, agent or employee of the government or any agency thereof, or of any public entity created by or under the laws of the State of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds; or
- (iii) Any individual who receives a salary, per diem or expenses paid in whole or in part out of funds authorized to be expended by the government.

SECTION 3: EXEMPTIONS

This ordinance shall not apply to:

1. Employees who accept employment with federal, state, or local government agencies, provided their role does not directly involve or benefit from contracts with the City of Jackson.
2. Employees who receive a written waiver from the Mayor and City Council based on a demonstrated lack of conflict of interest or undue influence in the employee's prospective employment.

SECTION 4: ENFORCEMENT AND PENALTIES

Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the date of receiving notice that the contract has been voided.

Any person violating the provisions of this section may also be punished as provided for in Sections 25-4-109 and 25-4-11 of the Mississippi Code Annotated of 1972, as amended.

SECTION 5: EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its passage and publication in accordance with applicable law.

SECTION 6: SEVERABILITY

If any provision of this ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 7: REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this ordinance amending article III officers and employees, division 1, creating Section 172 of the code of ordinances of the City of Jackson, Mississippi establishing a post-employment restriction for the City of Jackson employees regarding employment with City vendors or contractors shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

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

Nays – None.

Absent – None.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
REQUIRING NIGHTCLUB SECURITY GUARDS TO COMPLETE AN 8-HOUR
ORIENTATION COURSE PROVIDED BY THE JACKSON POLICE
DEPARTMENT.**

WHEREAS, the City of Jackson has a vested interest in ensuring the safety and security of its residents and visitors; and

WHEREAS, incidents involving violence, disorderly conduct, and other security concerns in nightclubs necessitate improved training for nightclub security personnel; and

WHEREAS, equipping nightclub security personnel with the proper training and knowledge of de-escalation tactics, legal obligations, and emergency response procedures is critical to maintaining public safety; and

WHEREAS, the Jackson Police Department is best suited to provide comprehensive training on these matters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1: DEFINITIONS

For the purposes of this ordinance, the following definitions shall apply:

Nightclub – Any establishment serving alcohol and operating primarily as a venue for entertainment, dancing, or live performances, which remains open past 10:00 P.M.

Security Guard – Any individual employed or contracted by a nightclub to provide security, crowd control, or conflict resolution services.

Orientation Course – An 8-hour training session provided by the Jackson Police Department covering topics such as conflict de-escalation, use of force policies, legal responsibilities, emergency response, and crowd management.

SECTION 2: MANDATORY TRAINING REQUIREMENT

All security guards employed or contracted by nightclubs within the City of Jackson must successfully complete the 8-hour Nightclub Security Orientation Course provided by the Jackson Police Department before performing security duties.

Security personnel must renew their training certification every two (2) years.

Any nightclub found employing security personnel without proper certification shall be subject to fines and possible revocation of its business license.

SECTION 3: ENFORCEMENT AND PENALTIES

The Jackson Police Department shall maintain a database of certified nightclub security guards.

Nightclubs shall provide proof of certification for all security personnel upon request by city officials or law enforcement.

Violations of this ordinance shall result in:

A \$500.00 fine per untrained security guard for the first offense.

A \$1,000.00 fine and a 30-day suspension of the nightclub's business license for the second offense.

A revocation of the nightclub's business license for repeated noncompliance.

SECTION 4: IMPLEMENTATION

This ordinance shall take effect 90 days after passage to allow nightclub security personnel sufficient time to complete the required training.

The Jackson Police Department shall be responsible for administering the training and providing certification to participants.

The City Clerk shall ensure proper notification of nightclub owners and security firms regarding these new requirements.

SECTION 5: SEVERABILITY

If any section, provision, or clause of this ordinance is found to be unconstitutional or invalid, the remainder of the ordinance shall remain in full force and effect.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this ordinance requiring nightclub security guards to complete an 8-hour orientation course provided by the Jackson Police Department shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972).

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

President Lindsay recognized **Council Member Stokes** who moved; seconded by **Council Member Banks** to amend said item to include in Section 4 "the Jackson Police Department shall be responsible for setting a fee to cover the cost of the program."

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

Nays – None.

Absent – None.

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

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
REQUIRING NIGHTCLUB SECURITY GUARDS TO COMPLETE AN 8-HOUR
ORIENTATION COURSE PROVIDED BY THE JACKSON POLICE
DEPARTMENT.**

WHEREAS, the City of Jackson has a vested interest in ensuring the safety and security of its residents and visitors; and

WHEREAS, incidents involving violence, disorderly conduct, and other security concerns in nightclubs necessitate improved training for nightclub security personnel; and

WHEREAS, equipping nightclub security personnel with the proper training and knowledge of de-escalation tactics, legal obligations, and emergency response procedures is critical to maintaining public safety; and

WHEREAS, the Jackson Police Department is best suited to provide comprehensive training on these matters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AS FOLLOWS:

SECTION 1: DEFINITIONS

For the purposes of this ordinance, the following definitions shall apply:

Nightclub – Any establishment serving alcohol and operating primarily as a venue for entertainment, dancing, or live performances, which remains open past 10:00 P.M.

Security Guard – Any individual employed or contracted by a nightclub to provide security, crowd control, or conflict resolution services.

Orientation Course – An 8-hour training session provided by the Jackson Police Department covering topics such as conflict de-escalation, use of force policies, legal responsibilities, emergency response, and crowd management.

SECTION 2: MANDATORY TRAINING REQUIREMENT

All security guards employed or contracted by nightclubs within the City of Jackson must successfully complete the 8-hour Nightclub Security Orientation Course provided by the Jackson Police Department before performing security duties.

Security personnel must renew their training certification every two (2) years.

Any nightclub found employing security personnel without proper certification shall be subject to fines and possible revocation of its business license.

SECTION 3: ENFORCEMENT AND PENALTIES

The Jackson Police Department shall maintain a database of certified nightclub security guards.

Nightclubs shall provide proof of certification for all security personnel upon request by city officials or law enforcement.

Violations of this ordinance shall result in:

A \$500.00 fine per untrained security guard for the first offense.

A \$1,000.00 fine and a 30-day suspension of the nightclub's business license for the second offense.

A revocation of the nightclub's business license for repeated noncompliance.

SECTION 4: IMPLEMENTATION

This ordinance shall take effect 90 days after passage to allow nightclub security personnel sufficient time to complete the required training.

The Jackson Police Department shall be responsible for administering the training and providing certification to participants. The Jackson Police Department shall be responsible for setting a fee to cover the cost of the program.

The City Clerk shall ensure proper notification of nightclub owners and security firms regarding these new requirements.

SECTION 5: SEVERABILITY

If any section, provision, or clause of this ordinance is found to be unconstitutional or invalid, the remainder of the ordinance shall remain in full force and effect.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this ordinance requiring nightclub security guards to complete an 8-hour orientation course provided by the Jackson Police Department shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972).

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

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

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBERED 31516 to 31578 APPEARING AT PAGES 292 TO 308 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS,” IN THE AMOUNT OF \$2,715,799.53 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 31516 to 31578 appearing at pages 292 to 308, inclusive thereon in the Municipal “Docket of Claims,” in the aggregate amount of \$2,715,799.53 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	\$229,102.51
TECHNOLOGY FUND	\$44,008.80
PARKS & RECR. FUND	\$101,002.96
LANDFILL/SANITATION FUND	\$26,610.57
STATE TORT CLAIMS FUND	\$320.00
REPAIR & REPLACEMENT FUND	\$17,500.00
EMPLOYEES GROUP INSURANCE FUND	\$80,554.70
HOUSING COMM DEV ACT (CDBG) FD	\$32,141.92
1% INFRASTRUCTURE TAX	\$645,705.40
TRANSPORTATION FUND	\$1,204.33
ECONOMIC DEVELOPMENT FUND	\$5,000.00
HAIL DAMAGE MARCH 2013	\$2,806.00
2015 A/B G.O REFUNDING	\$1,470,506.26
MODERNIZATION TAX	\$2,022.21
ZOOLOGICAL PARK	\$5,373.14
DFA-THALIA MARA HALL \$2M	\$23,985.00
MDOT – CMPDD PROJECTS	\$1,851.11
DFA-HB603 BLIGHTED PROPERTIES	\$151.62
DFA-HB603-THALIA MARA HALL	\$25,953.00

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TOTAL **\$2,715,799.53**

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

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

Thereafter, **President Lindsay**, called for a vote on said item:

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31516 TO 31578 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 31516 to 31578 inclusive therein, in the Municipal “Docket of Claims,” in the aggregate amount of \$95,534.55 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		\$2,663,143.37
PARKS & RECR FUND		\$90,220.64
LANDFILL FUND		\$22,759.22
SENIOR AIDES		\$3,586.18
WATER/SEWER OPER & MAINT		\$55,895.55
PAYROLL	\$95,534.55	
HOUSING COMM DEV		\$2,790.88
TITLE III AGING PROGRAMS		\$6,329.80
TRANSPORTATION FUND		\$13,998.62
PEG ACCESS-PROGRAMMING FUND		\$2,502.89
2020 SAKI GRAND DOJ		\$7,543.40
ZOOLOGICAL PARK		\$27,114.37
NLC-MUNICIPAL REIMAGINING COMM		\$4,142.69
TOTAL		\$2,900,027.61

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

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

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF DEPUTY CITY CLERK FROM RANGE 20 TO RANGE 25 AND SENIOR DEPUTY CITY CLERK FROM RANGE 23 TO RANGE 27.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the pay plan has been amended to add classifications and modify salaries since the initial adoption; and

WHEREAS, the current compensation paid to the Deputy City Clerk is at Range 20 and establishes compensation between \$31,676.39-\$38,116.58; and

WHEREAS, the current compensation paid to the Senior Deputy City Clerk is at Range 23 and establishes compensation between \$36,323.42-\$43,776.60; and

WHEREAS, the Department of Human Resources conducted a salary survey on the classifications of Deputy City Clerk and Senior Deputy City Clerk at the request of the City Clerk; and

WHEREAS, inquiries were sent to the cities of Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the cities surveyed concerning the salary paid for the position equivalent of Deputy City Clerk was between \$42,447.62-\$53,547.78; and

WHEREAS, the response from the cities surveyed concerning the salary paid for the position equivalent of Senior Deputy City Clerk was between \$46,248.13-\$58,189.61; and

WHEREAS, the Department of Human Resources recommends that the range established for the Deputy City Clerk be modified to range 25 with an annual salary range of \$39,822.11-\$48,039.06; and

WHEREAS, the Department of Human Resources recommends that the range established for the Senior Deputy City Clerk be modified to range 27 with an annual salary of \$43,678.68-\$52,738.24; and

WHEREAS, the City Clerk has indicated to the Department of Human Resources that there are sufficient monies in the current budget to implement the salary increase.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

(a) the range established for the Deputy City Clerk shall be modified to range 25 with \$39,822.11-\$48,039.06; and

(b) the range established for Senior Deputy City Clerk shall be modified to range 27 with annual salary of \$43,678.68-\$52,738.24.

IT IS, FURTHER ORDERED that the pay plan amendments shall become effective immediately after the passing of this Order.

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

President Lindsay recognized **Toya Martin, Director of Human Resources**, who provided a brief overview on said item.

Thereafter, **President Lindsay**, called for a vote on said item:

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

Nays – None.

Abstentions – Clay and Stokes.

Absent – None.

ORDER RATIFYING THE TRANSFER OF DUKE, K-9 TO ALTRICH HARVEY, A CERTIFIED LAW ENFORCEMENT OFFICER.

WHEREAS, Section 45-3-52 of Mississippi Code, Amended, provides that a “certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired from service;” and

WHEREAS, Duke, a K-9, was assigned to Altrich Harvey, a certified law enforcement officer; and

WHEREAS, Duke having faithfully performed his duties for the Jackson Police Department retired on 01/09/2025; and

WHEREAS, Altrich Harvey, requested to retain Duke as his personal property.

IT IS, THEREFORE ORDERED AND HEREBY RATIFIED, that Duke is retired from service as a K-9 with the Jackson Police Department and is now the personal property of Altrich Harvey.

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

President Lindsay recognized **Joseph Wade, Chief of the Jackson Police Department**, who provided a brief overview on said item.

Thereafter, **President Lindsay**, called for a vote on said item:

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

ORDER AUTHORIZING THE PAYMENT OF \$100.00 TO THE AMERICAN BOARD OF CRIMINALISTICS (ABC) FOR THE ANNUAL CERTIFICATION MAINTENANCE FEE FOR THE PERIOD OF MARCH 1, 2025 THROUGH MARCH 1, 2026.

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Jackson, Mississippi Police Department Crime Laboratory recommends the governing authority approve the JPD Crime Laboratory’s voluntary certification with the by the American Board of Criminalistics (ABC). The ABC provides peer review and practitioners are recognized as having attained the professional qualifications necessary to practice in one or more disciplines of criminalistics; and

WHEREAS, the ABC’s certification encourages professional involvement and to ensure continued competency in the field; and

WHEREAS, the JPD Crime Laboratory seeks to comply with the ABC’s requirements to maintain certification, which includes payment of an annual maintenance fee and annual reporting with supporting documentation over a five (5) year period; and

WHEREAS, the ABC requires an annual maintenance fee of \$100.00 (Invoice # 1503) for the period of March 1, 2025 through March 1, 2026; and

WHEREAS, the City of Jackson Police Department’s certification with the ABC will promote and encourage adherence to high standard of ethics, conduct, and professional practice in criminalistics.

IT IS, THEREFORE, ORDERED that Invoice #1503 in the amount of \$100.00 is approved to be paid to the American Board of Criminalistics for the Jackson Police Department Crime Laboratory annual maintenance fee for the period of March 1, 2025 through March 1, 2026.

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

President Lindsay recognized **Joseph Wade, Chief of the Jackson Police Department**, who provided a brief overview on said item.

Thereafter, **President Lindsay**, called for a vote on said item:

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

Nays – None.

Absent – None.

* * * * *

ORDER APPROVING THE PAYMENT OF INVOICE# 24.0805 IN THE AMOUNT OF \$11,000.00 FROM METRO COMMUNICATION & UTILITY COMPANY FOR FIBER REPAIRS PERFORMED AT THE UNITY B ON AUGUST 5, 2024 AT FIRE STATION 6.

WHEREAS, Section 21-17-5 of the Mississippi Code annotated of 1972 as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology received information advising that there was an internet connection issue at Fire Station 6; and

WHEREAS, the Department of Information Technology responded and determined that the issue was related to the Unity box; and

WHEREAS, the absence of internet connectivity had the potential to negatively affect the provision of public safety and response by the Jackson Fire Department; and

WHEREAS, the Department of Information Technology authorized Metro Communications & Utility Company to perform repairs because of the imminent and emergent circumstances; and

WHEREAS, Metro Communications & Utility Company submitted Invoice# 24.0805 to the Department of Information Technology for the work performed; and

WHEREAS, the services noted on the invoice submitted were: (1) splice 12 count fiber cable in COJ box; (2) service call and clean up trouble at the hourly rate of \$250.00 for 20 hours of service; and (3) materials including bolts, nuts, washer pole attachments, messenger cable, equipment, and lashing of fiber; and

WHEREAS, the Department of Information Technology inspected and confirms that the services noted on Invoice# 24.0805 were performed by Metro Communications & Utility Co, satisfactorily; and

WHEREAS, the Department of Information Technology believes that the sum of \$11,000.00 for the services is reasonable and would serve the City of Jackson's best interest.

IT IS HEREBY ORDERED that a sum not exceeding \$11,000.00 may be paid to Metro Communications & Utility Company to satisfy Invoice# 24.0805.

Council Member Stokes moved adoption; Vice President Grizzell seconded.

President Lindsay recognized Drew Martin, City Attorney, who recommended an amendment to change "\$11,000.00 to \$11,000.00" throughout the order.

Vice President Grizzell moved; seconded by Council Member Stokes, to amend said order to reflect the changes as stated by Drew Martin, City Attorney. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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

ORDER APPROVING THE PAYMENT OF INVOICE# 24.0805 IN THE AMOUNT OF \$11,000.00 FROM METRO COMMUNICATION & UTILITY COMPANY FOR FIBER REPAIRS PERFORMED AT THE UNITY B ON AUGUST 5, 2024 AT FIRE STATION 6.

WHEREAS, Section 21-17-5 of the Mississippi Code annotated of 1972 as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology received information advising that there was an internet connection issue at Fire Station 6; and

WHEREAS, the Department of Information Technology responded and determined that the issue was related to the Unity box; and

WHEREAS, the absence of internet connectivity had the potential to negatively affect the provision of public safety and response by the Jackson Fire Department; and

WHEREAS, the Department of Information Technology authorized Metro Communications & Utility Company to perform repairs because of the imminent and emergent circumstances; and

WHEREAS, Metro Communications & Utility Company submitted Invoice# 24.0805 to the Department of Information Technology for the work performed; and

WHEREAS, the services noted on the invoice submitted were: (1) splice 12 count fiber cable in COJ box; (2) service call and clean up trouble at the hourly rate of \$250.00 for 20 hours of service; and (3) materials including bolts, nuts, washer pole attachments, messenger cable, equipment, and lashing of fiber; and

WHEREAS, the Department of Information Technology inspected and confirms that the services noted on Invoice# 24.0805 were performed by Metro Communications & Utility Co, satisfactorily; and

WHEREAS, the Department of Information Technology believes that the sum of \$11,000.00 for the services is reasonable and would serve the City of Jackson's best interest.

IT IS, HEREBY ORDERED that a sum not exceeding \$11,000.00 maybe paid to Metro Communications & Utility Company to satisfy Invoice# 24.0805.

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

Nays – None.

Absent – None.

ORDER REVISING THE 2024-2025 FISCAL YEAR BUDGET FOR THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES.

WHEREAS, the City of Jackson, Department of Human and Cultural Services requests a revision to its 2024-2025 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$2,000.00, to provide support to the City of Jackson Summer Film Camp; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the Department of Human and Cultural Services Fiscal Year 2024-2025 recommends its budget be revised, as follows:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Contributions		Film Camp	
001 43300 6742	\$2,000.00	300-44340-6419	\$2,000.00
TOTAL	\$2,000.00	TOTAL	\$2,000.00

WHEREAS, this intradepartmental transfer of Two Thousand Dollars (\$2,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as here have been no other budget amendments or revisions to the Fiscal Year 2024 - 2025 Budget for the Department of Human and Cultural Services and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Human and Cultural Services in the Fiscal Year 2024-2025 Budget.

IT IS, THEREFORE, ORDERED that the Department of Human and Cultural Services Fiscal Year 2024-2025 budget be revised as set forth above.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRICE SUPPLEMENT AGREEMENT WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC., TO PROVIDE INVESTIGATIVE SOFTWARE TO BE USED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT, COMMUNITY IMPROVEMENT DIVISION.

WHEREAS, the Department of Planning and Development, Community Improvement Division, wants to renew Transunion Risk and Alternative Data Solutions software that will enable the Community Improvement Division to locate property owners who violate Section 21-19-11 of Mississippi Code of 1972, as amended, and the 2018 International Property Maintenance Code, as adopted by the City of Jackson; and

WHEREAS, gaining the ability to locate property owners who were previously unreachable will increase the number of code violations resolved by property owners; and

WHEREAS, the Community Improvement Division will only use the investigative software to improve its efficiency in serving notices to owners of dilapidated structures and other code violations, and not for personal use; and

WHEREAS, the Department of Planning and Development, Community Improvement Division recommends to the governing authority to authorize the Mayor to execute the Pricing Supplement, which provides for the monthly fee of \$110.00 for thirty-six (36) months, effective April 1, 2025; and

WHEREAS, the Department of Planning and Development, Community Improvement Division will be able to use the TruLookup Super Reverse Phone Lookup, Relationship Mapping, Contract Trace Report, Comprehensive Report – Business, Address Report, Locate with Assets Report, and Phone Report; and

WHEREAS, the governing authority for the city of Jackson rejects the “Early Terminate Fee”, as set forth in the Pricing Supplement and is bound only by state law if the parties terminate the agreement before the end of the Supplement Term.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the service agreement and related documents with Transunion Risk and Alternative Data Solutions, Inc. to provide investigative software for the Department of Planning and Development, Community Improvement Division, at a monthly fee of \$110.00 for thirty-six (36) months, effective April 1, 2025.

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

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

Nays – None.

Absent – None.

ORDER AMENDING THE FISCAL YEAR 2025 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION.

WHEREAS, certain unanticipated needs and allocations in the amount of \$125,000.00 have arisen since the adoption of the Fiscal Year 2025 City of Jackson Budget for the Department of Public Works, Solid Waste Division; and

WHEREAS, the Fiscal Year 2025 City of Jackson’s Budget needs to be amended to provide funding for these unanticipated needs by moving budgeted funds needed to fund additional, unfunded contractual services; and

WHEREAS, the following funds are being amended:

To/From	Fund/Account Number	Amount
From:	009-506.10.6872	\$62,000.00
To:	009-506.10.6419	\$62,000.00
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6316	\$40,000.00
From:	009-506.10.6868	\$20,000.00
To:	009-506.10.6316	\$20,000.00
From:	009-506.10.6868	\$3,000.00
To:	009-455.10.6242	\$3,000.00

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which

exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration found that this intradepartmental transfer of \$125,000.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended. This transfer does not exceed ten percent (10%) of the total budget appropriated to the Department of Public Works in the Fiscal Year 2025 budget.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2025 Budget of the Department of Public Works, Solid Waste Division be amended as follows:

To/From	Fund/Account Number	Amount
From:	009-506.10.6872	\$62,000.00
To:	009-506.10.6419	\$62,000.00
From:	009-455.10.6712	\$40,000.00
To:	009-506.10.6316	\$40,000.00
From:	009-506.10.6868	\$20,000.00
To:	009-506.10.6316	\$20,000.00
From:	009-506.10.6868	\$3,000.00
To:	009-455.10.6242	\$3,000.00

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

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

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

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

ORDER REVISING THE DEPARTMENT OF PUBLIC WORKS, TRAFFIC DIVISION FISCAL YEAR 2025 BUDGET.

WHEREAS, the Fiscal Year 2025 Traffic Division budget needs to be revised to provide for the procurement of traffic signal repair services; and

WHEREAS, there are funds available in the Personal Services category within several divisions of the Department of Public Works, which have not been used and which may be used for the funding of traffic signal repair services, if the Fiscal Year 2025 budget is revised; and

WHEREAS, the following funds are being amended:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	001-448.10-6111	\$40,159.00
	001-448.20-6111	\$86,038.00
	001-448.50-6111	\$25,407.00

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	001-448.80-6111	\$55,851.00
To:	001-448.20-6460	\$207,455.00;

and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, further states that if any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration found that this intradepartmental transfer of \$207,455.00 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended. This transfer does not exceed ten percent (10%) of the total budget appropriated to the Department of Public Works in the Fiscal Year 2025 budget.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2025 Public Works Budget be amended as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	001-448.10-6111	\$40,159.00
	001-448.20-6111	\$86,038.00
	001-448.50-6111	\$25,407.00
	001-448.80-6111	\$55,851.00
To:	001-448.20-6460	\$207,455.00:

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

President Lindsay recognized **Louis Wright, Chief Administrative Officer**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality

to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED that we, the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022,

January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26, 2024, April 23, 2024, May 21, 2024, June 18, 2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025 and February 25, 2025 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN MOU WITH DOWNTOWN JACKSON PARTNERS, PROVIDING FOR THE CARE AND MAINTENANCE OF SMITH PARK.

WHEREAS, Section 21-17-5 of the Mississippi Code states that the care, management and control of municipal property is vested with the governing authorities of every municipality; and

WHEREAS, Section 21-37-3 of the Mississippi Code states that the governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, adorn, and light the same; and

WHEREAS, Smith Park is located in downtown Jackson and is listed in the National Register of Historic Places; and

WHEREAS, Downtown Jackson Partners is a 501(c)(4) entity whose activities are designed to create a vibrant downtown community; and

WHEREAS, Downtown Jackson Partners is amenable to assisting the City of Jackson with maintaining and improving Smith Park in accordance with its listing in the National Register of Historic Places; and

WHEREAS, Downtown Jackson Partners proposes that a non-binding Memorandum of Understanding be considered by the governing authorities; and

WHEREAS, the terms of the MOU are as follows:

1. The Memorandum of Understanding shall become effective upon approval by the governing authority for the City of Jackson and Downtown Jackson Partners.
2. DJP may provide maintenance, landscaping, trash removal, and future improvements to Smith Park in accordance with its designation as a Mississippi Historic Landmark and its listing in the National Register of Historic Places.
3. DJP may be permitted to manage reservations and programming for Smith Park for those parties wishing to utilize the park in accordance and compliance with the City of Jackson's rules ordinances, and state law. DJP will submit the completed application and accompanying fee for reservation of the park or the pavilion facility to the Department of

Parks and Recreation. DJP understands that the only fees charged by the City of Jackson for the utilization of the park are for the use of the pavilion. The fee for use of the pavilion is \$35.00. DJP understands that it may not assess a fee for use of Smith Park which the City of Jackson has not established.

4. DJP may seek and apply for grants, appropriations, and donations from individuals, private and governmental sources, and private and public foundations to be expended for improving, repairing, promoting, and maintaining Smith Park along with its grounds, sidewalks, and monuments as well as for capital improvements in Smith Park. DJP will have complete authority and control over the expenditure of any such funds it obtains for these purposes, subject to the terms and conditions under which DJP acquired such funds. DJP understands that it may not indicate or suggest that the City of Jackson is seeking money when pursuing funding opportunities.

5. The City may allow DJP to plan and execute capital improvement projects such as sidewalk repair, drainage improvement, landscaping and structure replacement for which DJP is providing the funds upon submission and approval by the city's governing authorities. All projects undertaken by DJP shall be subject to review by the City of Jackson and will follow processes related to permitting and site plans.

6. DJP will provide regular updates to the City of Jackson on improvements and changes to the park as described above.

7. DJP understands that the City of Jackson shall become the owner of improvements to Smith Park once completed, and the same will inure to the benefit of the public.

8. DJP understands that it is not the intent of the City of Jackson to divest itself of ownership or control of Smith Park. It is the intent of the City of Jackson to enable DJP to acquire funding and undertake care and maintenance activities at Smith Park for the enjoyment of the public.

9. DJP understands that the City of Jackson *may* but is not obligated to contribute funds for capital improvements and may also undertake care and maintenance activities using available resources, including but not limited to fees remitted for use of the pavilion.

10. DJP understands that the City shall not be obligated to provide any funding for the activities it undertakes.

11. DJP understands that it is completely responsible for the activities of contractors and subcontractors performing construction and renovation at Smith Park. The City of Jackson shall not be cited as a project owner in any contract for construction and renovation at Smith Park.

12. The parties understand that this MOU is non-binding and may be terminated at any time without recourse.

WHEREAS, the governing authorities have reviewed the terms of the proposed MOU and find that the best interest of the City of Jackson would be served by authorizing the mayor to execute the MOU.

IT IS, THEREFORE ORDERED that the mayor shall be authorized to execute the MOU with Downtown Jackson Partners.

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

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

Nays – None.

Absent – None.

DISCUSSION: 221 STILLWOOD DRIVE: President Lindsay recognized Council Member Stokes who expressed concerns about 221 Stillwood Drive being vandalized by

the unhoused during the resident's extended time away. **Mayor Chokwe Antar Lumumba** requested the information be provided to the Jackson Police Department.

DISCUSSION: MARY JONES: **President Lindsay** recognized **Council Member Stokes** who expressed concerns about Mary Jones Center and requested that the center be reopened as a community center with a computer lab.

DISCUSSION: ROAD AND LANE STRIPPING: **President Lindsay** recognized **Council Member Hartley**, who requested an update on road and lane stripping and expressed concerns about the city's liability. **Louis Wright, Chief Administrator Officer**, stated that the contractor submissions for a term bid contract are in process. **Council Member Hartley** requested an update on the Traffic Division. **Louis Wright** stated there are staffing issues due to salaries and they are training staff for traffic signals. **Council Member Stokes** requested an update on Beasley Road. **Mayor Lumumba** stated the term bid process should be completed in approximately three months and Beasley Road will be widened.

DISCUSSION: WALKING TRAIL PROJECT FOR WEST JACKSON: **President Lindsay** recognized **Council Member Hartley**, who expressed concerns about the constituents receiving updates on the Walking Trail Project progress. **Louis Wright, Chief Administrator Officer**, provided an update on the project phases and is willing to provide information to the residents.

There came on for Discussion Item No. 29:

DISCUSSION: AIRPORT AUTHORITY: **President Lindsay** stated that this item will be discussed later in the meeting during Executive Session.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: **President Lindsay** and the City Council members discussed to continue the emergency.

There came on for Discussion Item No. 31:

DISCUSSION: THALIA MARA HALL: **President Lindsay** stated that this item will be discussed later in the meeting during Executive Session as requested by **Drew Martin, City Attorney**.

There came on for Discussion Item No. 32:

DISCUSSION: OFFICE SPACE: **President Lindsay** stated that this item will be discussed later in the meeting during Executive Session as requested by **Drew Martin, City Attorney**.

There came on for Discussion Item No. 33:

DISCUSSION: LITIGATION-LEGAL MATTERS: President Lindsay stated that this item will be discussed later in the meeting during Executive Session as requested by Drew Martin, City Attorney.

President Lindsay recognized Vice President Grizzell who moved, seconded by Council Member Hartley to go into Closed Session to discuss Agenda Items No. 29, 30, 31 and 32. The motion prevailed by the following vote:

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

Note: Council Member Banks, Council Member Foote and Council Member Stokes left the meeting.

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Agenda Items No. 29, 30, 31 and 32.

During Closed Session, Vice President Grizzell moved and Council Member Hartley seconded to go into Executive Session to discuss Agenda Items No. 29, 30, 31 and 32. The motion prevailed by the following vote.

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

Note: Council Member Foote returned to the meeting.

Council Member Hartley moved, seconded by Council Member Banks to come out of Executive Session. The motion prevailed by the following vote:

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

Note- Council Member Banks returned to the meeting during the discussion.

President Lindsay announced that the Council voted to come out of Executive Session and no action was taken.

MONTHLY FINANCIAL REPORTS OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 25, 2025 10:00 A.M.

1156

The following reports/announcements were provided during the meeting:

- **Mayor Chokwa Lumumba** announced the following:
 - Closed in memory of LaaWanda Horton who passed away. Visitation will be held on Friday, March 28, 2025, from 5:00 p.m. to 7:00 p.m. at Black’s Chapel M.B. Church. Funeral services will be held on Saturday, March 29, 2025, at 11:00 a.m. at Holy Ghost Catholic Church.

- **Vice President Grizzell** announced the following:
 - Welcomed home Lydia Grizzell, one of Ward 4’s first Deputy Clerks, who graduated from Millsaps College, went to D.C. to work for Congressman Thompson, joined one of the top lobbyist firms, and is back home working on her MBA at Millsaps College.

The meeting was closed in memory of the following individuals:

- **LaaWanda Horton**
- **Mrs. Mildred Lucille Davis**
- **Mr. Dwight Riley**
- **Mrs. Florine Frazier Davis**
- **Mr. Avion Gregory Donelson**
- **Mr. Cedric Demon Hansford, Sr.**
- **Mr. George Foreman**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on April 8, 2025. At 12:45 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Masley-Jordan
CLERK OF COUNCIL

APPROVED:

Victor King 4/22/2025
COUNCIL PRESIDENT DATE

Chokwa Lumumba

MAYOR

ATTEST:

Angela Harris
CITY CLERK
