

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

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 May 6, 2025 being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Montyne Clay, Ward 2; Kenneth Stokes, Ward, 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Safiya Omari, Chief of Staff; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **PASTOR JAMES L. HENLEY, JR., ESQ., CPA/CFF OF FRESH START CHRISTIAN CHURCH, WARD 2**.

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

The following announcement was provided to open the meeting:

- **Council Member Hartley** announced the following:
 - Today, May 5, 2025, “Get to Know Your Ward 5 Candidates” will be held at Grace Inspirations Church at 6:00 p.m.

The following individuals provided public comments during the meeting:

- **Jacqueline Amos** expressed concerns regarding the General Election process.
- **Renalda Jaynes** yielded her time to Jacqueline Amos.
- **Patrick Powe** provided information regarding the VFW 5k run.
- **Zach Servis** expressed concerns regarding taxes on the JXN Water bill.
- **Reverend Marek Walker** expressed concerns regarding Agenda Item No. 32.

Note: Council Member Stokes joined the meeting.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD ON MARCH 11, 2025 FOR THE FOLLOWING CASES:

25-617	25-446	24-2232	25-133	24-2500	24-2575	24-2210	25-66
25-619	25-6	25-204	25-251	24-2502	24-1091	25-489	24-2584
25-621	24-2372	24-2421	25-631	24-2503	24-2050	25-571	24-2587
25-622	24-2360	25-96	24-2525	24-2506	22-1382	25-423	
25-623	24-2320	24-2272	24-2489	25-366	24-1850	25-572	

25-626 24-2422 24-2202 24-2490 25-207 25-481 25-632

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

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

WHEREAS, hearings were held on March 11, 2025; and

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

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

1) **Case #25-617: Parcel #132-13** located at 1203 Grand Ave.: After hearing testimony from Jerry Crawford, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Jerry Crawford shall be afforded sixty (60) days until May 10, 2025 to demolish. If there is default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

2) **Case #25-619: Parcel 132-8** located at 1237 Grand Ave.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

3) **Case #25-621: Parcel #125-73** located at 1536 St. Charles St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,500.00. Ward 5

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

4) **Case #25-622: Parcel #126-16-57** located at 1539 St. Charles St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

5) **Case #25-623: Parcel #125-74** located at 1604 St. Charles St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

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

6) **Case #25-626: Parcel #126-15** located at 1655 St. Charles.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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

7) **Case #25-446: Parcel #132-19** located at 420 Magnolia St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

8) **Case #25-6: Parcel #607-49** located at 129 Maple Ridge Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Remove trash and debris.

9) **Case #24-2372: Parcel #127-121-5** located at 231 Delaware Ave.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

10) **Case #24-2360: Parcel #628-103** located at 3162 Woodside Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Board up and/or secure structure(s). Remove trash and debris.

11) **Case #24-2320: Parcel #213-318** located at 2233 Paden St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

12) **Case #24-2422: Parcel #406-88-1** located at 1333 Kennington Ave.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

13) **Case #24-2232: Parcel #158-40** located at 908 Pecan Blvd.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

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

14) **Case #25-204: Parcel #212-132** located at 1907 Willaneel Dr: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board up and Secure Structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

15) **Case #24-2421: Parcel #406-154** located at 1404 Holloman Ave.: After hearing testimony from Rosa Burks, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Rosa Burks shall be afforded thirty (30) days until April 10, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and Secure Structure, Remove trash and debris.

16) **Case #25-96: Parcel #634-25** located at 2036 Shady Lane Dr.: After hearing testimony from Adrian Crear, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Adrian Crear shall be afforded seven (7) days to enter into a repair agreement expiring March 18, 2025 and sixty (60) days until May 10, 2025 to cure the violations by completing the scope of work. If there is default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

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

17) **Case #24-2272: Parcel #305-35** located at 470 Willaman St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

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

18) **Case #24-2202: Parcel #861-8** located at 4000 Boozer Rd.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board up and secure structure, Remove trash and debris.

19) **Case #25-133: Parcel #631-203** located 2025 Wisteria Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

20) **Case #25-251: Parcel #839-684** located at 1926 Bienville Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

21) **Case #25-631: Parcel #839-797** located at 3273 Bienville Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

22) **Case #24-2525: Parcel #119-104** located at 302 Sewanee Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Remove trash and debris.

23) **Case #24-2489: Parcel #119-105** located at 305 Sewanee Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$700.00. Ward 3

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

24) **Case #24-2490: Parcel #119-503** located 309 Sewanee Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

25) **Case #24-2500: Parcel #119-504** located at 311 Sewanee Dr.: After hearing testimony from Sanchez Dalila, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Sanchez Dalila shall be afforded seven (7) days, until March 18, 2025 to enter in to a repair agreement, sixty (60) days, May 10, 2025 to repair. If there is default and the city proceeds with cleaning, the hearing officer recommends an assessment of actual cost and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure structure(s).

26) **Case #24-2502: Parcel #119-506** located at 315 Sewanee Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Remove trash and debris.

27) **Case # 24-2503: Parcel #119-507** located at 317 Sewanee Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

Scope of Work: Remove trash and debris.

28) **Case #24-2506: Parcel #119-508** located at 319 Sewanee. Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

Scope of Work: Board up and secure structure, cut grass, weeds, shrubbery, fence line, bushes, and saplings as needed.

29) **Case #25-366: Parcel #66-38-1** located at 251 E Ash St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

30) **Case #25-207: Parcel #50-59** located at 4074 State St.: After hearing testimony from Patricia Thomas, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Patricia Thomas shall be afforded seven (7) days, until March 18, 2025 to enter in to a repair agreement, thirty (30) days, April 10, 2025 to repair. If there is a default and the city proceeds with cleaning, the hearing officer recommends an assessment of actual cost and a penalty of \$500.00. Ward 7.

Scope of Work: Remove trash and debris.

31) **Case #24-2575: Parcel #504-282** located at 661 Reddoch Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Remove trash and debris.

32) **Case #24-1091: Parcel #511-244** located at 4756 Old Canton Rd.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

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

33) **Case #24-2050: Parcel #504-360** located at 5365 Jamaica Dr.: After hearing testimony from James Mayes, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, James Mayes shall be afforded seven (7) days, until March 18, 2025 to remove vehicle. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual cost and a penalty of \$250.00. Ward 1.

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

34) **Case #22-1382: Parcel #66-23** located at 227 Ash St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as

a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$1,000.00. Ward 7

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

35) **Case #24-1850: Parcel #642-595** located at 5371 Queen Christina Ln.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

36) **Case #25-481: Parcel #108-2-62** located at 1046 Woodrow Wilson Ave.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure structure, Remove trash and debris.

37) **Case #24-2210: Parcel #517-810** located at 180 Sheppard Rd.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

38) **Case #25-489: Parcel #408-869** located at 2331 Margaret W Alexander Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure structure, remove inoperative vehicle(s) or vehicle(s) parked on lawn.

39) **Case #25-571: Parcel #106-13-11** located at 811 Randall St.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

40) **Case #25-423: Parcel #805-290** located at 6728 George Washington Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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

41) **Case #25-572: Parcel #110-6-1** located at 520 Amite St.: After hearing testimony from Jo Carrie Wiggins, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Jo Carrie Wiggins shall be afforded sixty (60) days, until May 10, 2025 to demolish property. If there is a default the city can proceed with cleaning. Ward 3

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

42) **Case #25-632: Parcel #1008-2** located at 800 E. River PL.: After hearing testimony from Henry Michael, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Henry Michael shall be afforded sixty (60) days, until May 10, 2025 to board up property. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual cost and a penalty of \$500.00. Ward 7.

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

43) **Case #25-66: Parcel #606-116** located at 2832 Greenwood Ave.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

44) **Case #24-2584: Parcel #206-60** located at 244 Shadowlawn Dr.: After hearing testimony from Valarie Thompson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare, however, Valarie Thompson shall be afforded seven (7) days, until March 18, 2025 to enter in to a repair agreement, thirty (30) days, April 10, 2025 to repair. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual cost and a penalty of \$500.00. Ward 7.

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

45) **Case #24-2587: Parcel #206-59** located at 238 Shadowlawn Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

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

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

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

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

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

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

Nays – None.

Absent – None.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-2084 LOCATED AT 0 W. CAPITOL STREET (FORMERLY 3050 CAPITOL ST.) – PARCEL #115-3 – \$18,000.00.

WHEREAS, the City of Jackson owns the property located at 0 W. Capitol Street and said property is formerly Ward 5; and

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

WHEREAS, the Community Improvement Division of the Planning and Development Department has solicited bids from vendors to perform professional services to remedy the conditions on parcel 115-3 located at 0 W. Capitol Street, Jackson, MS 39209; and

WHEREAS, R & C Services, LLC agreed to demolish structure, leaving slab and parking lot intact, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcel 115-3 listed in the bid package titled 3050 Capitol St., for the sum of 18,000.00; and

WHEREAS, R & C Services, LLC principal office address is 987 Gore Rd., Jackson, MS 39212, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State’s website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

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

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
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8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

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

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

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SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

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

R&C SERVICES LLC
Raymond Granderson
987 Gore Rd
Jackson, MS. 39212

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein

is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
 1. To any preference, priority or allocation order duly issued by the City.
 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

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

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

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

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

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

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

EXHIBIT B

Exhibit A

SCOPE OF WORK



The Vendor shall perform the following work on the premises identified as Parcel #115-3 bearing the physical address of 0 CAPITOL ST, legally described as 80 A MORE OR LESS S OF A & V RR N OF CAPITOL ST IN NE 1/4 NE 1/4 SW 1/4 SEC 32 6 1Efor Case #CF-24-2084:

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

EXHIBIT B



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

NOTICE TO PROCEED

DATE: March 9, 2025

CASE NO: CE-24-2084

CONTRACTOR: RAYMOND GRANDERSON
R&C SERVICES LLC
983 GORE RD
JACKSON, MS 39212

LOCATION: 0 W CAPITOL ST

MAP/PARCEL: 115-3

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
<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:	<u>\$18,000.00</u>

Vice President Grizzell moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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-21-1361 LOCATED AT 942 CARNATION ST- PARCEL #405-227-1- \$9,000.00.

WHEREAS, the State of Mississippi received 942 Carnation 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 March 6, 2025, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1361 located at 942 Carnation St. parcel #405-227-1 in Ward 3 of the City of Jackson; and

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

WHEREAS, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid, through Leland 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 942 Carnation St. for the sum of 9,000.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$9,000.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling

Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors

SECTION 4 – INSURANCE

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

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

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

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

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

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

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

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi Chokwe Antar Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Socrates Garrett Enterprises, Inc. Leland Socrates Garrett 2659 Livingston Rd. Jackson, Mississippi 39213
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A. Defaults and Termination for Cause.

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

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

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 – GUARANTY

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Socrates Garrett Enterprises, Inc. to demolish the structure and foundation, cut grass and weeds, remove trash and debris, and to perform work to remedy the other conditions on the property located at 942 Carnation St., Jackson, MS 39213, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$9,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #405-227-1 bearing the physical address of 942 CARNATION ST. legally described as LOT 15 BLK N PLYMOUTH HGTS MATURED FOR 2015 TAXES for Case #CF-21-1361:

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.

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

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

NOTICE TO PROCEED

DATE: April 1, 2025

CASE NO: CE-21-1361

CONTRACTOR: LELAND SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC.
2659 LIVINGSTON RD
JACKSON, MS 39211

LOCATION: 942 Carnation St

MAP / PARCEL: 405.227-1

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: _____

\$9,000.00

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-1525 LOCATED AT 6540 FRANKLIN D. ROOSEVELT DR- PARCEL #802-108-\$6,000.00.

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 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 6540 Franklin D. Roosevelt Drive, Parcel# 802-108 for the sum of \$6,000.00; and

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

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$6,000.00.

SECTION 2 – NOTICE TO PROCEED

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

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 – INSURANCE

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

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

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

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

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

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

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

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

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

individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.

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

SECTION 6 – PERMITS AND LICENSES

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

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

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

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

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

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

SECTION 9 – SUCCESSORS AND ASSIGNS

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

SECTION 10 – NOTICES

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

City of Jackson, Mississippi
Chokwe Antar Lumumba, Mayor
200 S. President Street

Socrates Garrett Enterprises, INC.
Leland Socrates Garrett
2659 Livingston Rd.

Post Office Box 17
Jackson, Mississippi 39205-0017

Jackson, Mississippi 39213

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

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

B. Termination for Convenience.

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

SECTION 12 - FEDERAL GRANTS

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

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 - GUARANTY

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

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

SECTION 16 – NO AGENCY

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

SECTION 17 – HEADINGS

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

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

SECTION 21 – PAYMENT

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

SECTION 22 – GENERAL PROVISIONS

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

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; and clean curbside to remedy conditions for property located at 6540 Franklin D. Roosevelt Drive, 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 \$6,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #802-108 bearing the physical address of 6540 Franklin D Roosevelt Drive legally described as LOT 459 PRESIDENTIAL HILLS PART 5 for Case #CE-22-1525:

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:

CASE NO: CE-22-1525

CONTRACTOR: LELAND SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC.
2659 LIVINGSTON RD
JACKSON, MS 39211

LOCATION: 6540 FRANKLIN D ROOSEVELT DR

MAP / PARCEL: 802-108

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:

\$0,000.00

Vice President Grizzell moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

There came on for consideration Agenda Item No. 7, Consent Agenda:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN AND RESTRICTION ON TRANSFER AGAINST THE PROPERTY OF MS. FLORA RICHARDSON, LOCATED AT 1446 SULLENS STREET, JACKSON, MISSISSIPPI RECORDED IN THE HINDS COUNTY LAND RECORDS FOR THE FIRST JUDICIAL DISTRICT AT LIS PENDENS BOOK 7244 PAGE 7629 ISSUED FOR THE REHABILITATION PROGRAMS FUNDED WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). Said item was pulled by the Administration.

APPROVAL OF THE APRIL 8, 2025, REGULAR CITY COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

APPROVAL OF THE APRIL 21, 2025, REGULAR ZONING CITY COUNCIL MEETING MINUTES.

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

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

Nays – None.

Absent – None.

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

ORDINANCE FOR THE COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD, AND BOX HELPERS, AMENDED TO INCLUDE FACILITY USAGE FEES AND TO COMPENSATE LAW ENFORCEMENT OFFICERS. **President Lindsay** requested that said item be expedited for adoption.

President Lindsay recognized **Council Member Banks**, who moved, seconded by **Council Member Hartley**, to expedite said item for adoption. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

Thereafter, **President Lindsay** requested that the Clerk read the Order:

ORDINANCE FOR THE COMPENSATION FOR MUNICIPAL ELECTION COMMISSIONERS, POLL MANAGERS, RESOLUTION BOARD, AND BOX HELPERS, AMENDED TO INCLUDE FACILITY USAGE FEES AND TO COMPENSATE LAW ENFORCEMENT OFFICERS.

WHEREAS, on November 9, 2021, the City Council voted to approve compensation for municipal election commissioners, poll managers, the Resolution Board, and box helpers; and

WHEREAS, on January 28, 2025, the City Council amended said ordinance to increase the compensation for municipal election commissioners, poll managers, the Resolution Board, and box helpers; and

WHEREAS, the Municipal Clerk recommends that the governing authority for the City of Jackson amend the ordinance to include compensation for law enforcement officers and facility usage fees; and

WHEREAS, law enforcement officers from the Hinds County Sheriff Department will provide the following services to help assist the Election Commissioners: serve as runners to various precincts, peace officers, traffic control and security during the City of Jackson's municipal elections at a rate of Forty Dollars (\$40.00) per hour not to exceed Seven Hundred Dollars (\$700.00) per officer per election; and

WHEREAS, certain polling locations require payment for the usage of their facilities to be reimbursed for electricity and employee services in an amount not to exceed One Hundred and Fifty Dollars (\$150.00) per election; and

WHEREAS, it is the recommendation of the Municipal Clerk to amend said Ordinance to include compensation for law enforcement officers and authorizing the payment of facility usage fees, as follows:

SECTION 1. Municipal Election Commissioners shall be compensated in the amount of one hundred (\$100.00) for every day or period of no less than five (5) hours accumulated over two or more days actually employed in the performance of their duties in the conduct of an election, for not more than one hundred seventy-five (175) days per year, with no more than sixty-five (65) additional days allowed for the conduct of each election in excess of one (1) occurring in any calendar year. Election Commissioners will receive a per diem in the amount of Two Hundred Dollars (\$200.00) on Election Day. Election Commissioners shall sign personally a certification setting forth the number of hours actually worked in the performance of the Commissioner's official duties and for which the Commissioner seeks compensation. The certification must be on the form prescribed in Section 23-15-153 of the Mississippi Code (1972). The Commissioner's signature is, as a matter of law, made under the commissioner's oath of office and under penalties of perjury.

SECTION 2. Poll Managers shall be compensated in the amount of Two Hundred Dollars (\$200.00) per election. Poll Managers designated as Receiving and Returning Managers shall be compensated an additional amount not to exceed Twenty-Five dollars (\$25.00) for taking boxes to the polling place and an additional amount not to exceed Twenty-Five dollars (\$25.00) for returning the boxes after the election. Poll Managers shall be compensated twenty-five (\$25.00) for attending a two-hour training. Poll Managers shall sign personally a certification setting forth the number of hours actually worked in the performance of the Poll Manager's official duties and for which the Poll Manager seeks compensation. The Poll Manager's signature is, as a matter of law, made under the Poll Manager's oath of office and under penalties of perjury.

SECTION 3. Resolution Board members shall be compensated in the amount of Two Hundred Dollars (\$200.00) for the performance of any duties prescribed in Section 23- 15-523 of the Mississippi Code on Election Day. However, that shall be Two Hundred Dollars (\$200.00) for the performance of any duties prescribed in Section 23-15-523 of the Mississippi Code after Election Day. Resolution Board members shall be required to attend a two-hour training specific to the Resolution Board's duties. Resolution Board members must personally sign a certification setting forth the number of hours actually worked in the performance of the Resolution Board member's official duties and for which the Resolution Board member seeks compensation. The Resolution Board member's signature is, as a matter of law, made under the Resolution Board member's oath of office and under penalties of perjury.

SECTION 4. Box Helpers shall be compensated in the amount of Seventy-Five Dollars (\$75.00) per day immediately before and after an election. Box helpers shall sign personally a certification setting forth the number of hours actually worked in providing assistance with loading and uploading ballot boxes and supplies immediately before and after an election and for which the Box Helper seeks compensation. The Box Helper's signature is, as a matter of law, made under the Box Helper's oath of office and under penalties of perjury.

SECTION 5. Law Enforcement Officers shall be compensated in the amount of Forty Dollars (\$40.00) per hour in an amount not to exceed Seven Hundred Dollars (\$700.00) per officer per election.

SECTION 6. Polling locations within the City of Jackson shall be compensated upon receipt of an invoice for facility usage in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per election.

THEREFORE, BE IT ORDAINED that this Ordinance will be effective thirty (30) days after passage and publication.

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

President Lindsay recognized **Angela Harris, Municipal Clerk**, who provided a brief overview of the said item.

Thereafter, **President Lindsay**, called for a vote of said item.

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

Nays – None.
Absent – None.

There came on for Introduction Item No. 11:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTIONS 58-36 AND 58-37, AND REPEALING SECTION 58-38 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF ADOPTING THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE INCLUDING CERTAIN AMENDMENTS TO SAID FIRE CODE. President **Lindsay** stated that said item would be placed on next Regular Council agenda to be held on May 20, 2025.

ORDER APPROVING CLAIMS NUMBERED 31767 to 31860 APPEARING AT PAGES 396 TO 422 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS,” IN THE AMOUNT OF \$6,600,139.29 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS, HEREBY ORDERED that claims numbered 31767 to 31860 appearing at pages 396 to 422, inclusive thereon in the Municipal “Docket of Claims,” in the aggregate amount of \$6,600,139.29 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS, FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	\$1,087,257.21
TECHNOLOGY FUND	\$158,109.02
PARKS & RECR. FUND	\$59,956.26
BUSINESS IMPROV FUND (LANDSCP)	\$2,292.44
LANDFILL/SANITATION FUND	\$6,541.98
FIRE PROTECTION	\$44,705.40
STATE TORT CLAIMS FUND	\$58,660.00
WATER/SEWER OP & MAINT FUND	\$124.18
DISABILITY RELIEF FUND	\$2,074,344.89
EMPLOYEES GROUP INSURANCE FUND	\$73,095.74
PAYROLL FUND	\$5,564.36
HOUSING COMM DEV ACT (CDBG) FD	\$149,004.62
H O P W A GRANT – DEPT. OF HUD	\$81,732.10
1% INFRASTRUCTURE TAX	\$1,643,727.77
MADISON SEWAGE DISP OP & MAINT	\$58.08
TRANSPORTATION FUND	\$539,946.09
HAIL DAMAGE MARCH 2013	\$52,282.08
P E G ACCESS – PROGRAMMING FUND	\$9,136.60
COVID – 19 RESPONSE FUND	\$25,744.82
MODERNIZATION TAX	\$133,158.97
CDBG COVID CARES	\$5,561.47
2020 SAKI GRANT DOJ	\$69,850.00
ZOOLOGICAL PARK	\$19,216.60
LIBRARY FUND	\$165,386.50
MDOT – CMPDD PROJECTS	\$60,418.21
BELHAVEN COMMUNITY IMPROVEMENT	\$18,180.90

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

424

2022 CRIME GUN INTEL GRANT	\$7,881.27
DFA-HB603-THALIA MARA HALL	\$31,187.91
GF SIEMENS SETTLEMENT ACCOUNT	\$17,013.82
TOTAL	<u>\$6,600,139.29</u>

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

President Lindsay recognized **Sharon Thames, Deputy Chief Financial Officer**, who recommended an amendment to remove invoice No. 204, the Evans Agency Inc. in the amount of \$291,806.00.

President Lindsay recognized **Council Member Stokes**, who moved; seconded by **Vice President Grizzell** to amend said order to reflect the changes as stated by **Sharon Thames, Deputy Chief Financial Officer**. 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:

ORDER APPROVING CLAIMS NUMBERED 31767 to 31860 APPEARING AT PAGES 396 TO 422 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS,” IN THE AMOUNT OF \$6,600,139.29 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS, HEREBY ORDERED that claims numbered 31767 to 31860 appearing at pages 396 to 422, inclusive thereon in the Municipal “Docket of Claims,” in the aggregate amount of \$6,308,333.29 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	\$795,451.21
TECHNOLOGY FUND	\$158,109.02
PARKS & RECR. FUND	\$59,956.26
BUSINESS IMPROV FUND (LANDSCP)	\$2,292.44
LANDFILL/SANITATION FUND	\$6,541.98
FIRE PROTECTION	\$44,705.40
STATE TORT CLAIMS FUND	\$58,660.00
WATER/SEWER OP & MAINT FUND	\$124.18
DISABILITY RELIEF FUND	\$2,074,344.89
EMPLOYEES GROUP INSURANCE FUND	\$73,095.74
PAYROLL FUND	\$5,564.36
HOUSING COMM DEV ACT (CDBG) FD	\$149,004.62
H O P W A GRANT – DEPT. OF HUD	\$81,732.10
1% INFRASTRUCTURE TAX	\$1,643,727.77
MADISON SEWAGE DISP OP & MAINT	\$58.08
TRANSPORTATION FUND	\$539,946.09
HAIL DAMAGE MARCH 2013	\$52,282.08
P E G ACCESS – PROGRAMMING FUND	\$9,136.60

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

425

COVID – 19 RESPONSE FUND	\$25,744.82
MODERNIZATION TAX	\$133,158.97
CDBG COVID CARES	\$5,561.47
2020 SAKI GRANT DOJ	\$69,850.00
ZOOLOGICAL PARK	\$19,216.60
LIBRARY FUND	\$165,386.50
MDOT – CMPDD PROJECTS	\$60,418.21
BELHAVEN COMMUNITY IMPROVEMENT	\$18,180.90
2022 CRIME GUN INTEL GRANT	\$7,881.27
DFA-HB603-THALIA MARA HALL	\$31,187.91
GF SIEMENS SETTLEMENT ACCOUNT	\$17,013.82
TOTAL	<u>\$6,308,333.29</u>

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 31767 TO 31860 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS, HEREBY ORDERED that payroll deduction claims numbered 31767 to 31860 inclusive therein, in the Municipal “Docket of Claims,” in the aggregate amount of \$97,559.05 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		\$2,711,748.57
PARKS & RECR FUND		\$88,838.27
LANDFILL FUND		\$28,541.69
SENIOR AIDES		\$3,581.78
WATER/SEWER OPER & MAINT		\$45,751.11
PAYROLL	\$97,559.05	
HOUSING COMM DEV		\$5,005.34
TITLE III AGING PROGRAMS		\$6,283.57
TRANSPORTATION FUND		\$13,998.62
PEG ACCESS-PROGRAMMING FUND		\$2,504.79
2020 SAKI GRAND DOJ		\$7,543.40
ZOOLOGICAL PARK		\$30,160.96
NLC-MUNICIPAL REIMAGINING COMM		\$6,677.83
TOTAL		\$2,950,635.93

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

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

ORDER RATIFYING AND AUTHORIZING PAYMENT TO ADVANTAGE BUSINESS SYSTEMS, INC. FOR PRINTING AND COPYING SERVICES FOR THE INTERNAL AUDIT DIVISION.

WHEREAS, the Internal Audit Division rented a copier from Advantage Business Systems, Inc.; and

WHEREAS, the City of Jackson, Office of the Mayor would like to make good on past due invoices; and

WHEREAS, the Internal Audit Division recommends that the governing authority for the City of Jackson ratify and authorize payments to Advantage Business Systems, Inc. for provided printing and copying services; and

Items	Invoice No.	Invoice Date	Invoice Amount
Contract Invoice	238512	8/7/2023	\$157.85
Contract Invoice	239979	9/1/2023	\$161.16
Contract Invoice	241290	10/3/2023	\$160.30
Contract Invoice	243396	11/21/2023	\$160.62
		Total	\$639.93

WHEREAS, invoices dated August 7, 2023, September 1, 2023, October 3, 2023 and November 21, 2023, all of which are attached, were received but not paid; and

WHEREAS, the Office of the Mayor, believes it is in the best interest of the City of Jackson that these past due invoices are paid in full.

IT IS, FURTHER ORDERED and hereby ratified that the Mayor is hereby authorized to make payment to Advantage Business Systems, Inc. for past due invoices.

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

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

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEES’ RETIREMENT SYSTEM OF MISSISSIPPI’S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MUNICIPAL RETIREMENT SYSTEM.

WHEREAS, the City of Jackson, Mississippi, participates in the Mississippi Municipal Retirement System and maintains a fund known as the “City Employee Retirement Fund, which is for the benefit of certain city employees: and

WHEREAS, under the City of Jackson’s retirement plan, retired participants and beneficiaries currently receiving benefits receive a cost-of-living increase, which is funded through taxes levied on assessed properties; and

WHEREAS, the Board of Trustees for the Public Employees’ Retirement System of Mississippi (PERS) will provide the City of Jackson with the cost-of-living increases that is authorized by Section 21-29-247(2) and (3) of the Mississippi Code Annotated, as amended, to the persons authorized and entitled to receive them, after the following conditions are met:

- a) The governing authority of any municipality must adopt a resolution to provide for the cost-of-living increases, and transmit the resolution to the Board of Trustees; and

- b) (b) The advisory board on the disability and relief fund must adopt a resolution supporting the provision of the cost-of-living increase and transmit the resolution to the Board of Trustees; and
- c) (c) The Board of Trustees must receive the resolutions from the governing authorities and the advisory board, and receive the most recent actuarial study of the disability and relief fund and the certified statement from the actuarial firm that the disability and relief fund will remain actuarially sound if the cost-of-living increases are provided.

WHEREAS, according to the PERS Report of the Annual Valuation Covering the Participation of the City of Jackson in the Mississippi Municipal Retirement Systems prepared as of June 30, 2024, the millage rate is established at a level that will ensure actuarial soundness of the system; and

WHEREAS, according to the valuation report, the City of Jackson's current millage rate for fiscal year ending September 30, 2024, is less than the certified rate for the fiscal year ending September 30, 2026, under the funding policy; and

WHEREAS, the City of Jackson is required to decrease its current millage rate to the certified millage rate for the fiscal year ending September 30, 2026, which is 3.07; and

WHEREAS, the governing authorities for the City of Jackson, Mississippi, adopt the certified millage rate of 3.07 for assessed property and authorize the Department of the Municipal Clerk to provide this resolution to the Board of Trustees for the Public Employees' Retirement System of Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, that the City will establish a millage rate of no less than 3.07 mills, consistent with the PERS Actuarial Valuation for Fiscal Year 2026 beginning October 1, 2026, and that the Board of Trustees of the Public Employees' Retirement System of Mississippi is hereby directed to pay all of those persons receiving an allowance from said fund.

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

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

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

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

ORDER REVISING THE FY 2024-2025 BUDGET FOR THE DEPARTMENT OF MUNICIPAL CLERK.

WHEREAS, the City of Jackson is currently conducting the 2025 Municipal elections; and

WHEREAS, there is a need to order additional supplies necessary in conducting said election; and

WHEREAS, the Fiscal Year 2024-2025 budget must be revised to provide the necessary funding to pay for various supplies associated with the 2025 Municipal Election for the City of Jackson; 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

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

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 following funds are revised as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From		
	001.428.20.6421 (Postage P O Box Rent Etc.)	\$6,250.00
	001.428.20.6443 (Dues Mem. Regis Fees Tuition)	\$400.00
To		
	001.428.20.6218 (Office Supplies)	\$3,250.00
	001.428.20.6431 (Outside Printing Services)	\$3,400.00
Total		\$ 6,650.00

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 Municipal Clerk found that this intradepartmental transfer of Six Thousand Six Hundred and Fifty Dollars 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 amount appropriated to the department in the Fiscal Year 2024-2025 Budget; and

WHEREAS, no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease, or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures.

IT IS, THEREFORE, ORDERED that the Fiscal Year 2024-2025 budget be revised for \$6,650.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From		
	001.428.20.6421 (Postage P O Box Rent Etc.)	\$6,250.00
	001.428.20.6443 (Dues Mem. Regis Fees Tuition)	\$400.00
To		
	001.428.20.6218 (Office Supplies)	\$3,250.00
	001.428.20.6431 (Outside Printing Services)	\$3,400.00
Total		\$ 6,650.00

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

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

Nays – None.

Absent – None.

ORDER RATIFYING CONTINUED USE OF OFFICE 365 TEAMS AND AUTHORIZING THE PAYMENT OF INVOICE M105633A RECEIVED ON APRIL 9, 2025 FROM METRIX SOLUTIONS FOR THE RENEWAL OF 1400 MICROSOFT EXCHANGE LICENSES, TWENTY-FIVE (25) OFFICE 365 G3 LICENSES, AND ONE OFFICE 365 GCC G1 PRODUCT AT THE TOTAL COST OF \$74,186.40.

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

WHEREAS, on February 27, 2024, the governing authorities for the City of Jackson approved an order which authorized the procurement of 1400 Office 365 Teams licenses from Metrix Solutions at a cost of \$74,100.00 for the period August 20, 2023 through August 20, 2024; and

WHEREAS, the governing authorities' approval of the procurement is recorded in Minute Book 6Y at Page 1082; and

WHEREAS, the license period expired on August 20, 2024; and

WHEREAS, the Office 365 Teams licenses facilitate communication and collaboration using electronic mail, file and app sharing, and meetings; and

WHEREAS, Invoice # M105633 dated June 28, 2024 in the amount of \$78,986.40 was sent to the City of Jackson prior to expiration of the licenses and indicated that it was for the renewal of 1500 licenses; and

WHEREAS, the Department of Information Technology recognized that Invoice #M105633 contained an error because 1400 *not* 1500 licenses were procured; and

WHEREAS, the Department of Information Technology requested that Metrix Solutions submit a corrected invoice; and

WHEREAS, Metrix Solutions submitted corrected Invoice M105633A on April 9, 2025; and

WHEREAS, the invoice included pricing for government community compliance (GCC) G 1 environment in the amount of \$86.40; and

WHEREAS, the Office 365 Teams license has remained available and been utilized by the City of Jackson even though the license expired on August 20, 2024; and

WHEREAS, renewing the licenses and products indicated on Invoice M105633A is a municipal affair and approving payment of the invoice received on April 9, 2025 is not inconsistent with the Mississippi Constitution of 1890 or statutes and laws of the state of Mississippi; and

WHEREAS, the best interest of the City of Jackson would be served by approving the renewal of the licenses and paying invoice M105633A.

IT, IS HEREBY ORDERED that the sum of \$74,186.40 may be paid to Metrix Solutions for the purpose of satisfying Invoice M105633A received on April 9, 2025.

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

President Lindsay recognized **Muriel Reid, Director of Information Technology**, who provided a brief overview of said item.

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

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

Nays – Foote.

Absent – None.

ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME.

WHEREAS, Section 21-19-65 of the Mississippi Code Annotated (1972), as amended, grants the governing authorities of a municipality to expend monies from the municipal general funds to match any other funds for the purpose of supporting social and community service programs, including child and adult emergency shelters; and

WHEREAS, consistent with the provisions of Section 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson, Mississippi (“City”) allocated monies in its budget for the 2024-2025 fiscal year to be expended in the municipality for the development and the support of social and community service programs; and

WHEREAS, Stewpot Communities Services, Inc. is a public, nonprofit organization that has qualified for an exemption pursuant to 26 USCS Section 501 (c) (3) and is eligible to receive matching funds from the City of Jackson; and

WHEREAS, the City of Jackson is committed to ensuring that homeless persons are housed during severe weather periods; and

WHEREAS, during severe weather periods, existing emergency shelters become filled to capacity and there is an overflow; and

WHEREAS, the City of Jackson desires to award a matching grant on a reimbursement basis to Stewpot Community Services, Inc. for staffing the emergency shelter during severe weather periods; and

WHEREAS, the cost of such services will be dependent on the number of severe weather days that occur during the winter months, the cost should not exceed Fifteen Thousand Dollars (\$15,000.00); and

WHEREAS, upon award of the matching grant, the City of Jackson shall enter into a Memorandum of Understanding (“MOU”) with Stewpot Community Services, Inc. to open the Opportunity Center Day Shelter when temperatures reach 40 degrees or lower; and

WHEREAS, the Department of Human and Cultural Services proposes that the Mayor execute a Memorandum of Understanding containing the following provisions:

1. The Agency shall provide oversight and management of the Emergency Shelter at the Opportunity Center Day Shelter, 845 West Amite Street, Jackson, Mississippi, 39203, during severe weather periods, i.e. when temperatures reach 40 degrees or lower.
2. The Agency shall provide the City written documentation evidencing the matching funds required by law. Any final request for reimbursement must be submitted by the Agency on or before September 5, 2025. Any allocated funds not requested on or before September 5, 2025 will not be approved for payment. The receipt of Stewpot written documentation evidencing the matching funds is a condition precedent to receiving the matching or reimbursement funds allocated.
3. The Agency agrees to match funds contributed by the City with at least 50% from other funding sources consistent with the requirement of Section 21-19-65 of the Mississippi Code to cover operating costs at the Opportunity Center Day shelter when temperature reach 40 degrees or lower.
4. The City shall provide funds up to Fifteen Thousand Dollars (\$15,000.00), to the Agency, on a reimbursement and matching funds basis, for the performance of the services set forth and specified herein. Reimbursement requests shall be submitted on

a monthly basis, and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing the matching funds required by law.

5. This MOU shall be effective as of the date of the Jackson City Council's action awarding the funds and end on or before September 30, 2025.
6. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to: bank statements showing the disbursement of the funds contributed by the City of Jackson, related invoice, and expense records. The form of such records and reports shall conform to generally accepted accounting practices and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
7. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.
8. The City or its authorize representative shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to the funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency will not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).
10. The parties agree that the City's contribution under this agreement are subject to the continued availability of funding and in contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
11. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
12. The Agency agrees to indemnify and hold harmless the City, its officers, and its employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out the performance of this MOU.
13. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
14. The parties agree that the provisions of this MOU constitute their entire agreement, and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
15. The parties agree that this MOU may not be modified except upon prior written consent and agreement of the parties.
16. The parties agree that any and all remedies available at law and equity may be asserted by the City in the event of default or breach and shall not be waived.

IT IS, THEREFORE, ORDERED that a matching grant, on a reimbursement basis, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) is hereby awarded to Stewpot Community Services, Inc., for the operation of an Emergency Shelter at the Opportunity Center Day Shelter during FY 2024-2025

IT IS, FURTHER ORDERED that the Mayor is hereby authorized to execute a MOU between the City of Jackson and Stewpot Community Services, Inc. for the operation of the Emergency Shelter at Opportunity Center Day Shelter, as well as any and all documents related thereto, during the winter months of FY 2024-2025.

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

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

Nays – None.

Absent – None.

ORDER APPROVING YEARLY MEMBERSHIP RENEWAL AND AUTHORIZING PAYMENT TO SPECIES 360 FOR CONTINUED USE OF ITS ZOOLOGICAL INFORMATION MANAGEMENT SOFTWARE FOR THE JACKSON ZOO.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and 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, consistent with the provisions of Section 21-17-5 of the Mississippi Code, the City of Jackson procured a license and subscription from Species 360 for the Jackson Zoological Park; and

WHEREAS, Species 360 is a zoological information management system (ZIMS) which facilitates the management of information related to animals, including but not limited to, medical records, history, and stud data; and

WHEREAS, ZIMS contains an extensive database that contains millions of records on more than twenty-two thousand (22,000) animal species and is the world's largest database for ex situ populations of wildlife; and

WHEREAS, ZIMS works with any modern web browser and is mobile-friendly for tablets and other such devices; and

WHEREAS, there is an entry in Minute Book 6Z at pages 30-31 which indicates that on April 9, 2024, the governing authorities approved payment of the sum of \$6,005.36 for the Species 360 Membership for the year 2024; and

WHEREAS, Invoice #501905 dated November 7, 2024 for the membership period January 1, 2025 – December 31, 2025 was received by the Jackson Zoological Park; and

WHEREAS, membership for the January 2025-December 31, 2025 period will cost \$6,245.57; and

WHEREAS, the Jackson Zoological Park has had the benefits associated with the membership since January 1, 2025 and would like to continue the membership and have access to the Species 360 ZIMS; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing payment of the sum of \$6,245.57 for the membership for the period January 1, 2025 – December 31, 2025.

IT IS, THEREFORE, ORDERED that the sum of Six Thousand Two Hundred Forty-Five Dollars and Fifty-Seven Cents (\$6,245.57) may be made to Species 360 from account number 390-498.00-6419.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute documents related to the membership, if necessary, provided the document is consistent with the provisions of this order.

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

President Lindsay recognized **Abram Muhammad, Director of Parks and Recreation**, 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 AUTHORIZING THE MAYOR TO EXPEND THREE THOUSAND DOLLARS (\$3,000.00) FROM THE PLANNING AND DEVELOPMENT BUDGET TO REIMBURSE TRAVEL EXPENSES FROM THE BLOOMBERG AMERICAN SUSTAINABLE CITIES (BASC) i-TEAM FOR PARTICIPATING IN VARIOUS PLANNING AND ECONOMIC DEVELOPMENT-RELATED CONFERENCES.

WHEREAS, the City of Jackson is committed to advancing economic development and strategic planning efforts through participation in regional and national convenings that contribute to policy development, innovation, and best practices; and

WHEREAS, the Bloomberg American Sustainable Cities (BASC) Innovation Team (i-Team) plays a key role in developing and implementing sustainable city initiatives, ensuring the City of Jackson remains competitive and forward-thinking in its approach to economic growth and planning; and

WHEREAS, the City of Jackson’s Department of Planning and Development, through the i-Team, seeks to allocate funds for travel expenses to support participation in these convenings, furthering the city’s economic and sustainability objectives; and

WHEREAS, i-Team employees Angela Brown, Director, and Dr. Francine Sutton, Civic Designer, will represent the City of Jackson in these critical planning and development discussions, bringing back knowledge and strategies to benefit the local community; and

WHEREAS, the City of Jackson finds that the expenditure of three thousand dollars (\$3,000.00) from the Planning and Development Budget (001.426.10.6473) for these travel reimbursements is in the best interest of the City and its economic and planning initiatives.

NOW, THEREFORE IT IS HEREBY ORDERED that the Mayor is authorized to expend Three Thousand Dollars (\$3,000.00) from the Planning and Development Budget to reimburse travel expenses for Angela Brown and Dr. Francine Sutton of the Bloomberg American Sustainable Cities (BASC) i-Team for their participation in planning and economic development-related convenings.

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

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

Nays – None.

Abstention – Hartley.

Absent – None.

ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT BETWEEN THE CITY OF JACKSON AND MICROENTERPRISES TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TOTALING \$80,359.66 FOR ECONOMIC

DEVELOPMENT ACTIVITIES IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

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

WHEREAS, the Community Development Block Grant (CDBG), Public Law 116-94, was enacted on December 20, 2019, providing assistance for low and moderate-income persons and special needs populations across the country; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development was notified of CDBG funding in the amount of One Million Eight Hundred Seventy-One Thousand Nine Hundred Eighty-Two Dollars (\$1,871,982.00); and

WHEREAS, the Coronavirus Aid Relief and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020, in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U.S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the amount of One Million One Hundred One Thousand Two Hundred Twenty-Five Dollars (\$1,101,225.00) and on September 11, 2020, was awarded supplemental funding in the amount of One Million Four Hundred Sixty-Seven Thousand Two Hundred Eighty-Three Dollars (\$1,467,283.00); and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), which provides funding to assist with economic opportunities such as the microenterprise grant for small businesses. The term "microenterprise" refers to a small commercial enterprise owned and operated by five or fewer employees, with at least one of the employees owning the business. Basic eligible activities, (a) Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division (OHCD) and Office of Economic Development (OED), recommends that the Mayor be authorized to use CDBG-CV CARES ACT funds to provide grants to microenterprises in the City of Jackson, expending CARES ACT funds in an amount not to exceed Eighty Thousand Three Hundred Fifty-Nine Dollars and Sixty-Six Cents (\$80,359.66); and

WHEREAS, the Jackson City Council approved the Mayor's authorization to expend CDBG-CV CARES Act funds in amounts not to exceed Eighty Thousand Three Hundred Fifty-Nine Dollars and Sixty-Six Cents (\$80,359.66), to provide grants to microenterprises in the City of Jackson; and

WHEREAS, the order has been amended to award Ten Thousand Eight Hundred Dollars (\$10,800.00) to Taste of the Island.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to amend the order to expend CDBG-CV CARES Act funds in amounts not to exceed Eighty Thousand Three Hundred Fifty Nine Dollars and Sixty-Six Cents (\$80,359.66), to provide grants to microenterprises in the City of Jackson.

Downtown Snack Shop	\$5,327.67
Jax-Zen LLC	\$11,100.00
Urban Foxes	\$20,000.00
Cannon Consulting LLC	\$3,300.00
Taste Of the Island	\$10,800.00
Just4Kids	\$16,654.00
Tracey Kuts & Salon	\$4,630.90
Freedom Corner Barber & Beauty	\$8,547.09
Total	\$80,359.66

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

President Lindsay recognized **Mya Lee, Economic Development 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, Hartley and Lindsay.
- Nays – None.
- Abstention – Stokes.
- Absent – None.

ORDER DECLARING 9.46 ACRES, MORE OR LESS, OF PARCEL NUMBER 307-1 SURPLUS PROPERTY AND AUTHORIZING RENEWAL OF A LAND LEASE TO THE UNITED STATES OF AMERICA FOR USE AS AN ARMY RESERVE CENTER.

WHEREAS, on September 21, 1971, the governing authorities for the City of Jackson authorized the lease of property situated in the Northeast corner of the former VA Hospital Site, consisting of 9.3 acres to the United States of America; and

WHEREAS, the terms of the lease to the United States of America are recorded in the minutes of the governing authorities and provided that the lease term would not extend beyond June 30, 2022; and

WHEREAS, on September 12, 2022, the United States acting through its Army Corp of Engineers submitted an application to the Surplus Property Division requesting that the subject lease be renewed for a period of fifty (50) years; and

WHEREAS, the subject property may be leased or sold without competitive bidding if the requisite findings set forth in Section 21-17-2(a)(i-iii) of the Mississippi Code are made; and

WHEREAS, the subject property is not needed for a municipal purpose and is not needed in the operations of the City of Jackson; and

WHEREAS, a lease or sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City of Jackson; and

WHEREAS, the United States of America has leased and utilized the subject property for fifty (50) years; and

WHEREAS, the United States of America's presence in the community where the property is located fosters stability and the industrial welfare of the community because of its close proximity to the Mississippi State Veteran's Home; and

WHEREAS, upon making the requisite findings of Section 21-17-2(a)(i-iii), the governing authorities for the City of Jackson may sell or lease surplus property without advertising for competitive bids by following the procedure in Section 21-17-2(b)(i); and

WHEREAS, Section 21-17-2(b)(i) requires that consideration for the purchase or lease be not less than the average of the fair market value determined by two professional appraisers selected by the municipality and approved by the purchaser or lessee; and

WHEREAS, two professional appraisers were selected by the Surplus Property Division and approved by the United States of America; and

WHEREAS, on or about January 25, 2024, Russell Roberts of Insite Valuations, Inc., submitted an appraisal report, which valued the property at \$410,000.00 if sold in "As is" condition; and

WHEREAS, on or about February 15, 2024, Russell Roberts, MAI supplemented the report with a letter containing a valuation for a leasehold interest at \$2,733.00 per month; and

WHEREAS, in addition to Insite Valuations, Inc., the Surplus Property Division selected Brady and Company to provide an appraisal; and

WHEREAS, on September 18, 2023, K. Mark Brady of Brady and Company submitted an appraisal report, which valued the property at \$150,000.00 if sold 'As Is'; and

WHEREAS, K. Mark Brady's did not include a valuation of the leasehold interest; and

WHEREAS, it was not feasible to obtain from K. Mark Brady a valuation of the leasehold interest because he died shortly after submitting the appraisal report; and

WHEREAS, the United States of America paid \$1,725.00, representing 50% of the total fees charged for the appraisals; and

WHEREAS, the Surplus Property Division sought counsel from the City Attorney concerning the absence of the leasehold value from the second appraisal; and

WHEREAS, the City Attorney consulted with the Mississippi Appraisal Board and with appraiser Roberts of Insite Valuations to determine that the industry standard for computing leasehold interests is to apply a formula which multiplies the market value by a land capitalization rate; and

WHEREAS, Mr. Roberts had utilized the industry standard in computing the leasehold interest by applying the state land capitalization of 8% rate to his appraised "As Is" value of \$410,000.00; and

WHEREAS, the information contained in appraiser Brady's report was sufficient for an independent appraiser to apply the industry standard formula to determine a leasehold value from Mr. Brady's "As Is" appraised value; and

WHEREAS, applying the industry standard formula to Mr. Brady's "As Is" appraisal value of \$150,000.00 results in a leasehold of \$12,000.00 annually or \$1,000.00 per month; and

WHEREAS, the average of the leasehold interests is \$1,866.66 per month, computed as follows: (\$2,733.00 (Insite leasehold valuation) + \$1,000.00 (derived from Brady "As Is" appraisal), divided by 2; and

WHEREAS, it is recommended that the fair market value of the leasehold interest be established at \$1,866.66; and

WHEREAS, a lease has been negotiated with the United States of America containing the following provisions:

PROPERTY: The Lessor agrees to lease the following described property located at 4350

Officer Thomas Catchings Drive, Jackson, MS 39209; including exclusive use of 9.46 acres of land as further described on Exhibits A & B, attached hereto and made a part thereof, to be used as a U.S. Army Reserve Center and other Governmental purposes.

TO HAVE AND TO HOLD: the said premises for the term beginning 01 April 2025 through 31 March 2045, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year with written notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond 31 March 2045.

RENTAL: The Lessee shall pay the Owner rent at the following rata \$22,399.92 per annum paid at the rate of \$1,866.66 per month to be paid in arrears. Payments shall be made monthly to the City of Jackson Planning & Development at P.O. Box 17, Jackson, Mississippi 39205-0017, by the Commander, 81st Readiness Division, Directorate of Public Works, Ft. Jackson, SC 29207. Rent consideration for a lesser period shall be prorated.

OWNERSHIP: The Lessor warrants it is the rightful and legal owner of the property and has the legal right to enter into this lease. If the premises should be sold the lease shall terminate and nothing in this lease is to be construed as preventing the owner from selling the premises. If the title shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate, and the Lessor shall refund all rentals paid.

TERMINATION: The Lessee may terminate this lease in whole or part by giving the lessor 90 days written notice prior to the end of the current lease term. The parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

MAINTENANCE: The Lessee shall maintain primary roads and trails on the property in good condition for vehicular traffic. Any excessive rutting in these roads and trails caused by Corps' vehicles will be repaired in a timely manner. The lessee agrees to cut away all brush and weeds that interfere with vehicles using these primary roads and trails each year of this lease at its own expense. Further, the lessee shall keep all drains and ditches intersecting with the primary roads and trails open and in good working order or, at its option, to cover said drains using steel culverts of adequate size so as to prevent adverse effects upon using the primary roads and trails.

RESTORATION: The Lessee shall not restore the premises, either physically or by payment in lieu thereof, for damages as a result of destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to, acts of nature, fire, lightning, floods, severe weather or reasonable and ordinary wear and tear. The parties agree that any settlement of damages by the Lessee, beyond those maintenance items referred to in Condition 7, if any, shall be done before the end of each one-year lease term period. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a Supplemental Agreement at the termination of the lease in order to effectuate such settlement. The lessor specifically relieves the Government of any requirement to restore the premises or to pay damages in lieu of such restorations.

DAMAGE: The Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel or anyone acting under their authority.

STAGING AREAS: Any staging area required by the Lessee shall be in an area mutually acceptable to both Lessor and Lessee.

TAXES: The Lessor accepts full and sole responsibility for the payment of all taxes and other charges for a public nature which may arise in connection with this lease, or which may be assessed against the property. This includes registration of the lease and payment of related charges.

NOTICE: Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at: City of Jackson, 219 S. President St., Jackson, Mississippi 39201 and if given by the Lessor shall be addressed to the District Engineer, U.S. Army Corps of Engineers, Mobile District, Attn: CESAM-RE-A, P.O. Box 2288, Mobile, AL 36628-0001.

LESSORS SUCCESSORS: The lease shall be operative and continue during the office of successive governing authorities subject to their right to take action concerning the voiding of the lease.

COVENANT AGAINST CONTINGENT FEES: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

GRATUITIES: The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such finding shall be in issue and may be reviewed in any competent court.

In the event this lease is terminated, the Lessee shall be entitled to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

MODIFICATION: No Change or modification of this lease shall be effective unless it is in writing and agreed to and signed by both parties to this lease.

DAMAGES: If any action of the Government's employees or agents results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

It is understood and agreed that all improvements on the subject property were built and owned by the Government and therefore the Government shall have the right to remove and dispose of all existing improvements (including buildings, equipment, and appurtenances) located on the property at the beginning of the term of this lease without compensation in any form or manner whatsoever being due or payable to the Lessor by the Government.

The Lessor hereby waives any and all claims of any nature whatsoever for the restoration of the leased premises upon termination or expiration of this lease, and the Government shall have the right to abandon or dispose of buildings, foundations, concrete slabs, and other similar items on the property.

IT IS, THEREFORE, ORDERED that the property bearing the legal description:

All that tract or parcel of land lying and being in Section 31, Township 6 North, Range 1 East, Choctaw Meridian, Hinds County, Mississippi, being more particularly described as follows:

Beginning at an iron pin in a concrete monument which is 1,320 feet, more or less, East of the West line and 2,640 feet, more or less, North of the South line of said Section 31, on the East boundary of this tract of land of the former Veterans Administration Hospital, and at plane coordinate position North 661,892.10 feet and East 528,871.39 feet, based on Transverse Mercator Projection, Mississippi West Zone;

Thence S 00° 13' W along the East boundary of said hospital tract 27.6 feet to an iron pin designated "G";

Thence N 89° 46' W 400.1 feet to a nail and bottle cap set in asphalt;

Thence N 00° 15' E 632.0 feet to a concrete monument stamped "COR B" which is at plane coordinate position North 662,498.13 feet and East 528,473.87 feet;

Thence N 89° 45' W 200.0 feet to a concrete monument stamped "COR C"

Thence N 00° 14' B 300.9 feet to an iron pin designated "D" which is on the North boundary of said former hospital tract;

Thence S 89° 21' E along the North boundary of said former hospital tract 401.3 feet to a corner of said tract;

Thence S 44° 25' E along the boundary of said former hospital tract 282.4 feet to a corner of said tract;

Thence S 00° 13' W along the boundary of said hospital tract 701.5 feet, more or less, to the point of beginning.

Containing 9.46 acres, more or less (all of which was formerly owned in Fee by the United States of America as Tract A-1 of the Foster General Hospital), and designated as Tract 101 of the United States Army Reserve Center, Jackson, Mississippi.

IT IS, FURTHER ORDERED that the Mayor of the City of Jackson shall be authorized to execute a twenty (20) year term lease contract, and other documents necessary to lease 9.46 acres, more or less, of Parcel Number 307-1 to The United States of America for the average market lease rate of One Thousand Eight Hundred Sixty-Six Dollars and Sixty- Six Cents (\$1,866.66).

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE PURCHASE OF TWO-WAY RADIO SYSTEM AND ACCESSORIES TO BE UTILIZED BY THE CITY'S PUBLIC TRANSIT SYSTEM FROM COMMUNICATIONS INTERNATIONAL INC. PURSUANT TO THE MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY EXPRESS PURCHASE LIST NO. 850000913.

WHEREAS, pursuant to Miss. Code Ann. §31-7-13(m)(xi) the City of Jackson, Mississippi, desires to purchase a two-way radio system and accessories pursuant to guidelines established by the Federal Transit Administration (FTA); and

WHEREAS, the City of Jackson is eligible to participate and purchase two-way radio system and accessories from Communication International Inc. through Mississippi Department of Information Technology Services Express Purchase List No. 850000913; and

WHEREAS, the City has sufficient funding from the FTA and its local match to purchase two-way radio system and accessories for its public transit system; and

WHEREAS, the purchase of the two-way radio system and accessories pursuant to the state contract is not intended and will not create an exclusive supplier relationship with Communication International Inc. and the best interest of the City would be served by authorizing the purchase of these buses in fiscal year 2025 (FY2025), from Communication International Inc. pursuant to Mississippi Department of Information Technology Services Express Purchase List No. 8500000913 and FTA guidelines; and

WHEREAS, the cost shall not exceed the sum of One Hundred Five Thousand Seven Hundred Eighty-Nine Dollars and Seventy-Four Cents (\$105,789.74), which is covered by FTA funds and the City's local match in FY2025.

IT IS, HEREBY ORDERED that the purchase of two-way radio system and accessories in fiscal year 2025 from Communication International Inc. for the City's public transit system shall be authorized.

IT IS, FURTHER ORDERED that 80% of the sum of Eighty-Four Thousand Six Hundred Thirty-One Dollars and Seventy-Nine Cents (\$84,631.79) may be expended from the available FTA funds and 20% match in the amount of Twenty-One Thousand One Hundred Fifty-Seven Dollars and Ninety-Five Cents (\$21,157.95) from general funds in FY2025 on two-way radio system and accessories.

IT IS, FURTHER ORDERED that the purchase of the radio system and accessories from Communication International Inc. under the Mississippi Department of Information Technology Services Express Purchase List No. 85000913 shall not be construed as obligating the City to purchase additional radio systems and accessories from Communication International Inc. or creating an exclusive supplier relationship with Communication International Inc.

IT IS, FURTHER ORDERED that the Mayor shall be authorized to execute any and all purchase orders, contracts, or other documents required by Communication International Inc. for the purchase of the two-way radio system and accessories pursuant to this Order.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO ISSUE A REFUND TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION IN THE AMOUNT OF \$963,864.08, COVERING THE PERIOD FROM APRIL 4, 2020, TO JANUARY 22, 2022.

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration, annually allocates funding for states under the Section 5307 Urbanized Area Formula Grant for Operating Assistance, Preventive Maintenance, and Non-Fixed ADA Paratransit Services, and Transportation-Related Planning; and

WHEREAS, COVID-19 was declared a pandemic on January 30, 2020; and

WHEREAS, in response to the pandemic, the Federal Transit Administration (FTA) allowed recipients to use annual appropriations of Section 5307 funding at a 100% federal share for COVID-19-related expenses only; and

WHEREAS, during the FY2024 Federal Transit Administration Triennial Review, it was determined that funds were incorrectly drawn at 100% from April 4, 2020, through January 22, 2022, for operating assistance, preventive maintenance, transportation planning, and non-fixed route ADA paratransit services with Finding #F4-3; and

WHEREAS, the table below illustrates the details of the refund and grant information; and

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

GRANT#	GRANT TITLE	EXECUTED	STATUS	CLOSURE DATE	AMOUNT TO BE REFUNDED
MS.2016.010.00	SECTION 5307 CAPITAL, PLANNING & OPERATIONS	12/5/2016	ACTIVE	N/A	\$18,756.00
MS.2018.004.01	5307 CAPITAL, PLANNING & OPERATIONS	9/21/2018	CLOSED	4/21/2024	\$76,332.00
MS.2020.001.00	5307 CAPITAL, PLANNING & OPERATIONS	1/6/2020	ACTIVE	N/A	\$509,421.00
MS.2020.009.00	SECTION 5307 CAPITAL, PLANNING & OPERATIONS	9/2/2020	ACTIVE	N/A	\$359,355.08
TOTAL					\$963,864.08

WHEREAS, the amount to be refunded under this Order is not to exceed Nine Hundred Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and Eight Cents (\$963,864.08); and

WHEREAS, the refunded funds will be returned to each grant accordingly and will be eligible for re-drawing at the current ratio.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to issue a refund to the U.S. Department of Transportation, Federal Transit Administration, in the amount not to exceed Nine Hundred Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and Eight Cents (\$963,864.08) to return funds that were incorrectly drawn during the COVID-19 pandemic.

IT IS, FURTHER ORDERED that the Mayor – or where applicable under the rules and regulations of the funding authority, his designee – is authorized to re-draw the funds marked active at the current ratio, execute any documents and agreements required for receipts of funds, submit financial reports concerning the receipt and expenditure of the monies, and execute any other documents necessary for the administration of the grants.

IT IS, FURTHER ORDERED that the Mayor – or where applicable under the rules and regulations of the funding authority, his designee – is authorized to document the netting out, meaning offsetting the value of multiple transactions or obligations, of funds marked closed, execute any documents and agreements required for receipts of funds, submit financial reports concerning the receipt and expenditure of the monies, execute any other documents necessary for the administration of the grants, and submit the supporting documentation to the Federal Transit Administration for approval.

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

President Lindsay recognized **Christine Welch, Deputy Director of Planning and Economic Development**, who provided a brief overview of said item.

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

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

**ORDER AMENDING THE FISCAL YEAR 2024-2025 BUDGET OF THE
DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION FOR THE**

PURCHASE OF A KNUCKLEBOOM LOADER PURSUANT TO SECTION 31-7-13 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Solid Waste Division of the Department of Public Works is in need of \$255,000.00 to pay for the purchase of a knuckleboom trash loader for use at the City’s Rubbish Facility, which was procured pursuant to Section 31-7-13 of the Mississippi Code of 1972, as amended; and

WHEREAS, the Fiscal Year 2025 City of Jackson Budget needs to be amended to provide funding for this purchase of the knuckleboom trash loader by moving budgeted funds from General Fund, Grand Gulf to the Solid Waste Fund; and

WHEREAS, the following funds are being amended:

From (General Fund, Grand Gulf):	001-5899	\$255,000.00
To (Solid Waste Enterprise Fund):	001-506.10.6872	\$255,000.00

WHEREAS, Section 21-35-25 of the Mississippi Code of 1972, 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 transfer of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as this transfer does not exceed ten percent (10%) of the total budget appropriated to the Solid Waste Division in the Fiscal Year 2025 budget; and

WHEREAS, the transfer is not in violation of Section 21-35-27 of the Mississippi Code of 1972, as amended, because the purpose for which the funds are being transferred is for the purchase of equipment pursuant to Section 31-7-13 of the Mississippi Code of 1972, as amended.

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

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From: (General Fund, Grand Gulf):	001-5899	\$255,000.00
To (Solid Waste Enterprise Fund):	001-506.10.6872	\$255,000.00

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

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

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

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

There came on for consideration, Agenda Item No. 26:

RESOLUTION ADOPTING THE 2025 CITY OF JACKSON SOLID WASTE MANAGEMENT PLAN. President Lindsay stated that said item would be referred to the Public Works Committee.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE GROUP A TRAFFIC SIGNAL PROJECT, STP-0250-00(055) LPA/109282-701000 HINDS COUNTY.

WHEREAS, the City of Jackson has received federal funds for traffic signal upgrades at the intersections of US 80 and Bobby Rush Boulevard; Bobby Rush Boulevard and Robinson Street; Bobby Rush Boulevard and Lynch Street; and US 80 at Westhaven Boulevard; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a total cost estimate of \$86,294.91, which includes all labor costs, direct costs, and subconsultant costs, to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the form Agreement approved by the Mississippi Department of Transportation Local Public Agency provides the following with respect to the term of the contract and funding availability:

This Contract shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA at which time this Contract shall absolutely and finally terminate.

The construction Engineering services of the Consultant under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the Consultant may not begin work on any feature of this project prior to receiving a Notice to Proceed from the LPA. The services of the Consultant are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the Consultant's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents.

If the construction time extends beyond the contract time, through no fault of the Consultant, the LPA agrees to pay the Consultant for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this Contract, the LPA reserves the right to terminate this Contract, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Consultant, notwithstanding any just claims by the Consultant for payment of services rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this Contract. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by Consultant in the packaging and shipment of all documents covered by this Contract to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

It is expressly understood and agreed that the obligation of the LPA to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this Contract, the LPA shall have the right, upon written notice to the Consultant, to immediately terminate or stop work on this Contract without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Mayor Chokwe Antar Lumumba
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
louisw@jacksonms.gov

For Technical Matters:
Henry Chia
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
John McKee, PE
Stantec Consulting Services, Inc.
2600 Lakeland Terrace, Suite 200
Jackson, MS 39216
Phone: 601-354-0696
Fax : 601-354-0433
John.mckee@stantec.com

For Technical Matters:
Brad Engels, PE
Stantec Consulting Services, Inc.
2600 Lakeland Terrace, Suite 200
Jackson, MS 39216
Phone: 601-354-0696
Fax : 601-354-0433
brad.engels@stantec.com

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers/Architects and Surveyors:

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers/Architect's and Surveyors:

P.E. # 9688
 Surveyor # 02856

P.E.# 17084
 Surveyor # _____

WHEREAS, the summary of fees and expenses is as follows:

I. FEE AND EXPENSE SUMMARY

	Labor Cost	Direct Cost	Sub-Consultant	Project Total
Project Total	\$83,135.34	\$500.00	\$2,659.57	\$86,294.91

WHEREAS, the contractor's time for completion of the project is ninety (90) working days.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Stantec Consulting Services, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Group A Traffic Signal Project, STP-0250-00(055) LPA/109282-701000 Hinds County, for a total not to exceed amount of \$86,294.91.

Vice President Grizzell moved adoption; **Council Member Hartley** 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 ACCEPTING THE BID OF LEWIS ELECTRIC, INC. FOR THE GROUP A SIGNAL IMPROVEMENTS PROJECT, STP-0250-00(055) LPA/109282-701000 SUBJECT TO CONCURRENCE BY THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Group A Signal Improvements Project, STP-0250-00(055) LPA/109282-701000; and

WHEREAS, two (2) bids were submitted to the Municipal Clerk on April 22, 2025; and

WHEREAS, the bid of Lewis Electric, Inc., in the amount of \$1,074,399.00 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Lewis Electric, Inc. in the amount of \$1,074,399.00 for the Group A Signal Improvements Project, STP-0250-00(055) LPA/109282-701000 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Lewis Electric, Inc. in the amount of \$1,074,399.00 for the Group A Signal Improvements Project, STP-0250-00(055) LPA/109282-701000 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk, subject to concurrence by the Mississippi Transportation Commission.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Lewis Electric, Inc. for the Group A Signal Improvements Project, STP-0250-00(055) LPA/109282-701000 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk, subject to the concurrence of the Mississippi Transportation Commission.

Vice President Grizzell moved adoption; **Council Member Hartley** 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 AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS AGAINST THE CITY OF JACKSON IN THE MATTER OF “EARL AND DEBRA ANDERSON V. CAZINOVA REED, ET AL.” IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-187.

WHEREAS, on April 3, 2018, Earl and Debra Anderson filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District against the City of Jackson, Mississippi, and others alleging negligence relative to a motor vehicle collision that occurred on January 12, 2017; and

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

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$50,000.00 in return for a complete release of the City of Jackson, Mississippi, from the lawsuit; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims for \$50,000.00 in the lawsuit styled Earl and Debra Anderson v. Cazinova Reed, et al., in the Hinds County Circuit Court, First Judicial District; Cause No.: 18-187; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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

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

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

Nays – Grizzell.

Absent – None.

ORDER RATIFYING AND AUTHORIZING PAYMENT TO ADVANTAGE BUSINESS SYSTEMS, INC. FOR PRINTING AND COPYING SERVICES FOR THE OFFICE OF THE CLERK OF COUNCIL.

WHEREAS, the Office of the Clerk of Council obtained a Konica Minolta C364e printer from Advantage Business Systems, Inc. (“ABS”) with its principal office located at 5442 Executive Place, Jackson, MS 39206; and

WHEREAS, the City of Jackson, Office of the Clerk of Council, would like to make good on past due invoices; and

WHEREAS, the Office of the Clerk of Council recommends that the governing authority for the City of Jackson ratify and authorize payments to Advantage Business Systems, Inc. for providing printing and copying services; and

Invoice No.	Invoice Date	Invoice Amount
254689	7/22/2024	\$141.38
256992	9/3/2024	\$309.07
259819	11/1/2024	\$288.83

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 6, 2025 10:00 A.M.**

447

262366	1/2/2025	\$166.89
265436	3/3/2025	\$313.23
		Total \$1,219.40

WHEREAS, invoices dated July 22, 2024, September 3, 2024, November 1, 2024, January 2, 2025, and March 3, 2025, all of which are attached, were received but not paid; and

WHEREAS, the Office of the Clerk of Council believes it is in the best interest of the City of Jackson that these past due invoices are paid in full; and

WHEREAS, Section 21-35-27 of the Mississippi Code provides “no board of governing authorities of any municipality shall expend from, or contract an obligation, against the budget made and published by it during the last year of the term of office of such governing authorities, between the first day of April and the first day of the following July that is not on a weekend, a sum exceeding one-fourth (¼) of any item of the budget made and published by it, except in cases of emergency provided for in Section 21-35-19. The city clerk of any municipality is hereby prohibited from issuing any warrant contrary to the provisions of this section. The provisions of this section shall not apply to a contract, lease, or lease-purchase contract entered into pursuant to Section 31-7-13 or to seasonal purchases or expenditures; and

WHEREAS, the Office of the Clerk of Council conferred with the Department of Finance, and it has been determined that said expenditure does not violate Section 21-35-27.

IT IS, FURTHER ORDERED and hereby ratified that the Clerk of Council is hereby authorized to pay Advantage Business Systems, Inc. for past due invoices not to exceed \$1,219.40.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA BIZHUB C451i COLOR COPIER TO BE USED BY THE OFFICE OF THE CLERK OF COUNCIL.

WHEREAS, the Office of the Clerk of Council desires to enter into a 48-month rental agreement with Advantage Business System, Inc., with its principal office located at 5442 Executive Place, Jackson, MS 39206, for a Konica Minolta Bizhub C451i for \$225.00 per month starting June 1, 2025 through May 31, 2029; and

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code of 1972, as amended, provides that purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration are excepted from bid requirements; and

WHEREAS, the Department of Finance and Administration and Office of Purchasing, Travel, and the Fleet Management has entered into a contract for the State of Mississippi with Konica Minolta Business Solutions, U S.A., Inc. to furnish copiers/printers, purchase and rental on a nonexclusive basis pursuant to State Contract No. 8200079887; and

WHEREAS, the State entered into State Contract No. 8200079887 for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts, and other political subdivisions of the State of Mississippi. The entities are authorized to purchase for this contract in accordance with Miss. Code Ann. § 31-7-1, et seq., and the Mississippi Procurement Manual; and

WHEREAS, Advantage Business Systems has agreed to provide the Office of the Clerk of Council with a Konica Minolta Bizhub C451i, DK516 desk, FS539 + RU 513 finisher, and

PK524 punch at a cost of \$ 225.00, where all color copies will be billed at \$.05 and all black and white copies will be billed at \$.0085.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the rental agreement and any other necessary documents with Advantage Business Systems, Inc. to provide a 48-month rental of a Konica Minolta Bizhub C451i, DK516 desk, FS539 + RU 513 finisher, and PK524 punch where all color copies will be billed at \$.05 and all black and white copies will be billed at \$.0085 at a cost of \$225.00 per month from June 1, 2025 through May 31, 2029.

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

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

Nays – None.

Absent – None.

DISCUSSION: REVEREND MAREK WALKER: President Lindsay recognized Council Member Stokes, stating the item was discussed during public comment. Council Member Stokes requested Drew Martin, City Attorney, to speak with Reverend Walker of Cherry Grove Church, who wants to work with the City to assist with community improvements.

DISCUSSION: CAMPBELL: President Lindsay recognized Council Member Stokes, who expressed concerns with the State of Mississippi certifying Jackson Firefighter and introduced Dr. Campbell, the mother of a fired Jackson Firefighter. Willie Owens, Chief of the Jackson Fire Department, provided detailed information on the State’s certification process. Council Member Banks provided additional certification information. Drew Martin, City Attorney, will provide additional information.

There came on for Discussion Item No. 34:

DISCUSSION: NEW FINANCE PROCESS, PROCEDURE, PERSONNEL, AND STATUS: President Lindsay recognized Council Member Hartley, who stated the item is to be held for the next Regular Council meeting to be held on May 20, 2025.

There came on for Discussion Item No. 35:

DISCUSSION: COUNCIL AND MAYOR PAY RAISES: President Lindsay stated the item will be tabled until a later date.

DISCUSSION: LITIGATION-LEGAL MATTERS. President Lindsay recognized Drew Martin, City Attorney, who stated that Executive Session was needed for discussion.

MONTHLY FINANCIAL REPORTS OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-401 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

President Lindsay recognized **Council Member Stokes**, who presented a plaque to **President Lindsay** and **Alice Patterson** for their support and caring hearts during the loss of his wife, **Judge LaRita Stokes**. Accepting the plaque with appropriate remarks were **President Lindsay** and **Alice Patterson**.

The following reports/announcements were provided during the meeting:

- **Council Member Grizzell** announced the following:
 - Thanked Jackson Police Department, Hinds County Sheriff's Office, and Capitol Police for assisting with the Westside May Day this past weekend.
- **Council Member Banks** announced the following:
 - Congratulated the 2025 graduating class of Tougaloo College and Jackson State University.
 - Congratulated Kaylen Khalia Banks, who graduated Summa Cum Laude and will be starting medical school this fall.
- **Council Member Hartley** announced the following:
 - Roll-off Dumpster Day will be Saturday, May 10, 2025.
 - Precinct Two Cops Meeting will be held on Thursday, May 8, 2025, at 6:00 p.m. in Western Plaza.
 - On Thursday, May 8, 2025, District Three Community Meeting with Supervisor Deborah Dixon will be held at Black's Chapel at 5:30 p.m.
 - Blackburn Middle School will host a Farmer's Market on Friday, May 9, 2025, from 11:00 a.m. to 1:00 p.m.
 - Knights of Pythagoras, dedicated to mentoring and educating our young men, will host a Town Hall Meeting at the Jackson Police Academy on Saturday, May 10, 2025, from 10:00 a.m. to 2:00 p.m.
 - "Your Voice Matters" Ward 5 City Council and Mayoral Candidate Forum on Thursday, May 15, 2025, at Mount Nebo Baptist Church at 6:00 p.m.
 - Happy Mother's Day to all the mothers.
- **Council Member Stokes** announced the following:
 - There will be a birthday celebration this weekend for Mrs. Mauldin Taylor, who will be 104 years young.
 - Thanked Louis Wright, Chief Administrative Officer, for coming to Cornerstone Church to provide an update on the bridge.
 - Wishing all the mothers a Happy Mother's Day.
- **Council Member Omari** announced the following:
 - Recognized Johnny Malik Smith, her oldest grandson, who will be graduating from South Florida with a B.A. in business and accounting on May 10, 2025.

The meeting was closed in memory of the following individuals:

- Ms. Marche Partee
- Mrs. Vernice Robinson
- Mrs. Sharon Brown

President Lindsay recognized **Council Member Hartley** who moved, seconded by **Council Member Banks**, to go into Closed Session to discuss Legal Matters. The motion prevailed by the following vote:

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

Note: Council Member Foote left the meeting during the discussion.

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Legal Matters.

During Closed Session, **Council Member Hartley** moved and **Council Member Clay** seconded to go into Executive Session to discuss Legal Matters. The motion prevailed by the following vote.

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

Note: Council Member Stokes left the meeting during the discussion.

President Lindsay announced that the Council voted to go into Executive Session to discuss Legal Matters.

Vice President Grizzell moved, seconded by **Council Member Hartley**, 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 Foote 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.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Zoning Meeting at 2:30 p.m. on May 19, 2025. At 12:09 p.m., the Council stood adjourned.

PREPARED BY:

Shanika Mosley Jordan
CLERK OF COUNCIL

APPROVED:

Vigi Rueda, 6/3/2025
C _____ T DATE

[Signature]
MAYOR

ATTEST:

Anaple Harris
CITY CLERK

BE IT REMEMBERED that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on May 19, 2025 being the third Monday 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 I. Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Sabrina Shelby, Deputy Chief Clerk of Council; Jessica Whitlock, Deputy Chief Clerk of Council; Ester Ainsworth, Zoning Administrator and Terry Williamson, Legal Counsel.

Absent: None.

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

President Lindsay recognized Zoning Administrator, **Ester Ainsworth**, who provided the Council with a procedural history of Zoning Case No. 4283 including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits, and planning board meeting minutes.

President Lindsay requested that the Clerk read the Order:

ORDINANCE GRANTING GLENDA BRYANT A REZONING FROM R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT TO C-2 (LIMITED) COMMERCIAL DISTRICT TO ALLOW FOR TRANSITIONAL HOUSING FOR HOMELESS YOUTH FOR THE PROPERTY LOCATED ON 1611 BAILEY AVE. (PARCEL 96-24), CASE NO. 4283.

WHEREAS, Glenda Bryant has filed a petition to rezone property located on 1611 Bailey Ave. (Parcel 96-24), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District to allow for transitional housing for homeless youth; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the approval of the rezoning of the property located on 1611 Bailey Ave. (Parcel 96-24) from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District to allow for transitional housing for homeless youth; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, May 19, 2025 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on April 3, 2025 and April 17, 2025, that a hearing had been held by the Jackson City Planning Board on April 23, 2025, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the rezoning of the property located on 1611 Bailey Ave. (Parcel 96-24) from R-4 (Limited Multi-family) Residential District to C-2 (Limited) Commercial District; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that