



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
August 2, 2022  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. MINISTER PAULIN ROGERS OF R.E.C.H FOUNDATION

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. APPROVAL OF THE JULY 5, 2022 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
4. APPROVAL OF THE JULY 12, 2022 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)
5. 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 July 12, 2022 FOR THE FOLLOWING CASES:

22-801	21-1984	22-354	21-1806	21-1950	21-873
21-1184	21-1768	21-1671	21-2029	22-479	22-7
21-768	22-237	21-76	21-78	21-1563	21-313
21-866	22-1010	21-108	21-1075	21-757	21-830
21-174	21-826	21-1812	21-1414	21-1259	21-712
21-1690	21-1419	21-1565			

6. RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JUNE 11, 2019, MARCH 19, 2019, AND SEPTEMBER 15, 2020, IN THE FOLLOWING CASES:
- |                         |                           |                          |                          |
|-------------------------|---------------------------|--------------------------|--------------------------|
| CE-19-65<br>(2019-1072) | CE-21-1052<br>(2018-1208) | CE-21-253<br>(2020-1298) | CE-21-588<br>(2020-1302) |
|-------------------------|---------------------------|--------------------------|--------------------------|
7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-284 - 816 CLAIBORNE AVENUE- \$7,000.00 - WARD 5 (HILLMAN, LUMUMBA)
8. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-681 - 222 LAKE OF PINES DRIVE - \$473.00 - WARD 2 (HILLMAN, LUMUMBA)
9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-249 - 2135 SOUTHWOOD ROAD- \$1700.00 - WARD 1. (HILLMAN, LUMUMBA)
10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE -21-1333 - 306 FORD AVENUE - \$875.00 - WARD 3. (HILLMAN, LUMUMBA)
11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-677 - 2720 NEWPORT STREET - \$549.00 - WARD 4.



12. **(HILLMAN, LUMUMBA)**  
**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1903 - 1657 MCDOWELL ROAD - \$11,200.00 - WARD 6. (HILLMAN, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1577 - 718 CLAIBORNE AVENUE- \$399.00 - WARD 5. (HILLMAN, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1708 - 3534 DOUGLAS AVENUE- \$7,200.00 - WARD 3. (HILLMAN, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-148 4210 WEST CAPITOL STREET- \$800.00 - WARD 3. (HILLMAN, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1559 - 113 FREDRICA AVENUE UNIT AB- \$6000.00 - WARD 5. (HILLMAN, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND**

- DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-19-498 – 309 MCTYERE AVENUE – \$1,750.00 – WARD 7. (HILLMAN, LUMUMBA)
18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-99 – 2852 NEWPORT STREET– \$449.00 – WARD 3. (HILLMAN, LUMUMBA)
19. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1682 – 238 GEORGIA AVENUE– \$4,500.00 – WARD 3. (HILLMAN, LUMUMBA)
20. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2019 – 2117 BAILEY AVENUE – \$5,310.00 – WARD 3. (HILLMAN, LUMUMBA)
21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1868 – 3527 BAILEY AVENUE – \$1,350.00 – WARD 3. (HILLMAN, LUMUMBA)
22. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS LLC, TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-495 – 2115 BAILEY AVENUE – \$4,500.00. (WARD 3) (HILLMAN, LUMUMBA)

23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO.,INC., TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1101 – 3100 WHITTEN ROAD – \$6,988.00 – WARD 6. (HILLMAN, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-645 – 1135 HANDY AVENUE– \$6,000.00 – WARD 5 (HILLMAN, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC.,TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-647 – 119 STRATFORD DRIVE– \$8,500.00 – WARD 4. (HILLMAN, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLCTO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662 – 2672 HIGHWAY 80 WEST – \$8,000.00 – WARD 5 (HILLMAN, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-744 – 3045 WOODBINE STREET– \$1,993.00 – WARD 6. (HILLMAN, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH**

CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-320 – 209 WHITFIELD STREET– \$950.00 – WARD 7. (HILLMAN, LUMUMBA)

29. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-639 – 3317 BAILEY AVENUE – \$1,197.00 – WARD 3. (HILLMAN, LUMUMBA)
30. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-824 2513 WEST CAPITOL STREET– \$2,400.00 – WARD 5. (HILLMAN, LUMUMBA)
31. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1085 – 103 NEEDLE COVE– \$1,800.00 – WARD 2. (HILLMAN, LUMUMBA)
32. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-905 – 1164 MCDOWELL COURT– \$2,499.00 – WARD 6. (HILLMAN, LUMUMBA)

#### INTRODUCTION OF ORDINANCES

33. ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTIONS 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A *GROUP R* OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE IN EACH UNIT OF

**BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCES, ARREST VIOLATIONS AND PENALTIES. (OWENS, LUMUMBA)**

34. **ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT. (HILLMAN, LUMUMBA)**

**ADOPTION OF ORDINANCE**

35. **ORDINANCE REPEALING CHAPTER 82 MANUFACTURED HOMES AND TRAILERS OF THE JACKSON CODE OF ORDINANCES IN ITS ENTIRETY. (HILLMAN, LUMUMBA)**
36. **ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ADOPT FEDERAL FLOOD MAPS FOR RANKIN COUNTY. (HILLMAN, LUMUMBA)**

**REGULAR AGENDA**

37. **CLAIMS (MALEMBEKA, LUMUMBA)**
38. **PAYROLL (MALEMBEKA, LUMUMBA)**
39. **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT (MALEMBEKA, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF CONSENT TO RESCIND TRUSTMARK NATIONAL BANK, JACKSON MISSISSIPPI, AS PAYING AGENT FOR TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2009 (RIVER HILLS CLUB PROJECT), AND AUTHORIZE A SUCCESSOR PAYING AGENT THE PEOPLES BANK, BILOXI, MISSISSIPPI, EFFECTIVE AUGUST 15, 2022. (MALEMBEKA, LUMUMBA)**
41. **ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT (MALEMBEKA, LUMUMBA)**
42. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ROD'S HOUSE INC. D/B/A FOR FOOD SERVICES AT THE JACKSON POLICE TRAINING ACADEMY BEGINNING JULY 31, 2022 AND ENDING DECEMBER 31, 2022 (DAVIS, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC. (HARRIS, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LEAVELL WOODS/SYKES ASSOCIATION, INC. FOR THE USE OF CITY-OWNED BASEBALL FIELDS LOCATED IN LEAVELL WOODS PARK. (HARRIS, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE USE OF**

**CITY-OWNED KARTING TRACK LOCATED AT BUDDY BUTTS PARK  
(HARRIS, LUMUMBA)**

46. **ORDER AUTHORIZING A MAINTENANCE AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE, LLC AND THE CITY OF JACKSON, MISSISSIPPI PARKS AND RECREATION DEPARTMENT FOR ONE (1) YEAR AT EIGHTEEN (18) PARK AND RECREATIONAL FACILITIES IN THE CITY OF JACKSON FOR COMMERCIAL PEST CONTROL SERVICES (WARDS 1-7) (HARRIS, LUMUMBA)**
47. **ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY CONSTANT CONTACT FOR EMAIL MARKETING SUPPORT FOR THE JACKSON ZOO, IN THE AMOUNT OF TWO THOUSAND, FOUR HUNDRED AND FIFTY-SEVEN DOLLARS (\$2,457.00). (HARRIS, LUMUMBA)**
48. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC (OVG) FOR THE USE OF EXHIBIT HALL B AT THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMET OF FOUR HUNDRED DOLLARS TO PROVIDE SECURITY AT THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR (ALL WARDS). (KIDD, LUMUMBA)**
49. **ORDER AUTHORIZING THE SUBMISSION ON AN APPLICATION TO THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR FUNDING TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2022-2023 FISCAL YEAR (ALL WARDS). (KIDD, LUMUMBA)**
50. **ORDER AUTHORIZING THE MAYOR TO EXECUTE TWELVE COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE (IPCM) TO PROVIDE PEST CONTROL SERVICES AT TWELVE FACILITIES MANAGED BYTHE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND ONE HUNDRED AND NINETY-TWO DOLLARS (KIDD, LUMUMBA)**
51. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM FOR THE CITY OF JACKSON (ALL WARDS). (KIDD, LUMUMBA)**
52. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)**
53. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON**

54. ~~TO DECEMBER 31, 2022. (KIDD, LUMUMBA)~~  
~~ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. LATASHA HADLEY PRESIDENT AND MANAGER OF A SINGLE MEMBER LIMITED LIABILITY COMPANY REGISTERED AS LOVING HANDS EDUCATIONAL SERVICES TO PROVIDE COMMUNITY ENGAGEMENT STRATEGIST SUPPORT SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)~~
55. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZAKIYA SUMMERS D/B/A LADY GODIVA PRODUCTIONS, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)
56. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. ROSHUNDA HARRIS TO PROVIDE TEACHER COACHING SERVICES TO THE CITY OF JACKSON (KIDD, LUMUMBA)
57. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)
58. ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY OF JACKSON MISSISSIPPI FOR A TERM PERIOD BEGINNING JULY 15, 2022 AND ENDING JULY 14, 2023. (HILLMAN, LUMUMBA)
59. ORDER AUTHORIZING AMENDMENT NO. 2 WITH CROWN ENGINEERING, PLLC FOR ENGINEERING SERVICES FOR WEST CAPITOL STREET IMPROVEMENTS. (WARD 5) (KING, LUMUMBA)
60. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON WOODLAND CIRCLE (WARD 7) (KING, LUMUMBA)
61. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE FILING OF A LAWSUIT TO CHALLENGE THE CONSTITUTIONALITY OF THE HOT PURSUIT LAW WHICH FAILS TO DISTINGUISH BETWEEN RECENTLY COMMITTED CRIMES AS TO FELONY OR MISDEMEANOR. (STOKES)
62. RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THAT THE MISSISSIPPI STATE LEGISLATURE DRAFT AND ENACT UNIFORM INTERJURISDICTIONAL HIGH-SPEED POLICE PURSUIT SAFETY GUIDELINES AND RESTRICTIONS. (HARTLEY)
63. ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (S.JORDAN, FOOTE)

#### DISCUSSION

64. DISCUSSION: MBA/JEFFERY LEWIS AND ELISHA LEWIS (STOKES)
65. DISCUSSION: MAGIC SPOT (STOKES)
66. DISCUSSION: ANIMAL SHELTER (LINDSAY)

67. **DISCUSSION: STATUS OF HOLDING FACILITY (LINDSAY)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**



7/21/2022  
CITY OF JACKSON  
Mick

**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 JULY 12, 2022, FOR THE FOLLOWING CASES:**

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21-174	21-826	21-1812	21-1414	21-1259	21-712
21-1690	21-1419	21-1565			

**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 July 12, 2022; 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 #22-801: Parcel #208-28** located at **233 COLONIAL DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 2) **Case #21-1984 Parcel #633-210** located at **1028 BARBARA ANN DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$750.00. Ward 1

<p>Consent Agenda  Agenda Item No. 5  Agenda Date 8.2.2022  (Hilliman, Lumumba)</p>
---

Scope of Work: Demolish and remove remains of dilapidated structures, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards, and cut grass and weeds.

- 3) **Case #22-354: Parcel #626-527** located at **245 SYKES ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 4) **Case #21-1806: Parcel #872-43** located at **13 ROB LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 5) **Case #21-1950: Parcel #833-323** located at **2117 HICKORY DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1000.00. Ward 1

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, and cut grass and weeds.

- 6) **Case #21-873: Parcel #833-8** located at **5128 LURLINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 1

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 7) **Case #21-1184 Parcel #636-326** located at **315 COUNTRY CLUB DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an 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, and cut grass and weeds.

- 8) **Case #21-1768: Parcel #626-116-1** located at **217 SYKES ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 9) **Case #21-1671: Parcel #639-207** located at **337 MARYLAND DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

- 10) **Case #21-2029: Parcel #51-84** located at **2823 OXFORD AVENUE**: After hearing testimony from owner(s) **ALTUWAITI H WALEED**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty days (60) until September 13, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 11) **Case #22-479 Parcel #422-125** located at **3419 REDMOND AVENUE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle.

- 12) **Case #22-7: Parcel #855-145** located at **706 NORTHSIDE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 13) **Case #21-768: Parcel #433-116** located at **4645 NORMANDY DRIVE**: After hearing testimony from owner(s) **CEDRIC FORD**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 12, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 14) **Case #22-237: Parcel #431-119** located at **737 ROBINHOOD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

- 15) **Case #21-76 Parcel #51-66** located at **311 MITCHELL AVENUE** After hearing testimony from owner(s) **WILLIS MYERS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 2, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle.

- 16) **Case #21-78: Parcel #51-67** located at **303 MITCHELL AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 17) **Case #21-1563: Parcel #39-56** located at **946 NORTH CONGRESS STREET UNIT AC**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds

- 18) **Case #21-313: Parcel #60-52** located at **1705 NORTH LAMAR STREET** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds

- 19) **Case #21-866: Parcel #642-116** located at **5478 QUEEN MARY LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

- 20) **Case #22-1010: Parcel #741-225** located at **5839 DEER TRAIL**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 21) **Case #21-108: Parcel #195-46** located at **792 SOUTH COMMERCE STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside

- 22) **Case #21-1075: Parcel #162-274** located at **1425 BARRETT AVENUE**: After hearing testimony from owner(s) **WILLIS MYERS**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until September 2, 2022 to enter into repair agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 23) **Case #21-757: Parcel #824-112-1** located at **2 TWELVE OAKS CIRCLE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 24) **Case #21-830 Parcel #127-60** located at **210 LEXINGTON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

- 25) **Case #21-174 Parcel #118-2** located at **4110 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 26) **Case #21-826 Parcel #124-75** located at **130 LEXINGTON AVENUE**: After hearing testimony from owner(s) **BEVERLY JOHNSON**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety days (90) October 12, 2022 to enter into repair

agreement. If there is a default and the City proceeds with cleaning, hearing officer recommends an 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

- 27) **Case #21-1812 Parcel #119-50** located at **238 REDWOOD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. 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, and cut grass and weeds.

- 28) **Case #21-1414 Parcel #119-51** located at **232 REDWOOD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 29) **Case #21-1259 Parcel #160-125-2** located at **1049 WIGGINS STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an 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, and cut grass and weeds.

- 30) **Case #21-712 Parcel #824-35** located at **1840 KENMORE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00 Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 31) **Case #21-1690 Parcel #148-18** located at **902 DALTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated

as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside

- 32) **Case #21-1419 Parcel #170-9** located at **416 HOOKER STREET** After hearing testimony from owner(s) **CLARENCE HUGHES**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty days (30) August 12, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

- 33) **Case #21-1565 Parcel #39-66** located at **513 E FORTICATION STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure the property is clear and free of any and all health hazards, and cut grass and weeds

**IT IS HEREBY ORDERED** that as recommended by the hearing officer, the governing authorities adjudicate the above parcels as a menace to public health, safety, and welfare of the community.

**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 Department of Planning and Development, through the Community Improvement Unit, shall be authorized to remedy conditions on the parcels posing a threat to public health, safety, and welfare of the community using municipal resources or contract labor, if the owners fail to cure within the allotted time frame.

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

ITEM# \_\_\_\_\_  
AGENDA \_\_\_\_\_



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **07/12/2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	To be determined pending execution of contracts.																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Choke A. Lumumba

**Via:** Jordan Hillman  
Director, Planning and Development

**From :** Community Improvement  
Planning and Development

**DATE:** July 12, 2022

**Re:** Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.


Thank you for your consideration.

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

7/23/22  
OFFICE OF THE CITY ATTORNEY  
S.M.

## OFFICE OF THE CITY ATTORNEY

This 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 JULY 12, 2022 FOR THE FOLLOWING CASES: 22-801 21-1984 22-354 21-1806 21-1950 21-873 21-1184 21-1768 21-1671 21-2029 22-479 22-7 21-768 22-237 21-76 21-78 21-1563 21-313 21-866 22-1010 21-108 21-1075 21-757 21-830 21-174 21-826 21-1812 21-1414 21-1259 21-712 21-1690 21-1419 legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* S.M.

7/23/22

DATE



OFFICE OF THE CLERK  
A. C. M.  
JACKSON, MISSISSIPPI

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JUNE 11, 2019, MARCH 19, 2019, AND SEPTEMBER 15, 2020, IN THE FOLLOWING CASES:**

<b>CE-19-65 (2019-1072)</b>	<b>CE-21-1052 (2018-1208)</b>	<b>CE-21-253 (2020-1298)</b>	<b>CE-21-588 (2020-1302)</b>
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**WHEREAS**, administrative hearings were held on June 19, 2018, May 14, 2019 and August 18, 2020, pursuant to Section 21-19-11 of the Mississippi Code Annotated to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

**WHEREAS**, on June 11, 2019, March 19, 2019, and September 15, 2020, the governing authorities passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

**WHEREAS**, property owners and interested parties were afforded the opportunity to be heard and did not appeal the governing authorities' adjudication; and

**WHEREAS**, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

**WHEREAS**, costs were incurred as a result of the employment of the contract labor; and

**WHEREAS**, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

**NOW, BE IT THEREFORE RESOLVED** that the following costs and penalties are assessed in the following cases:

RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR CLAIMS AUTHORIZED ON MARCH 10, 2022, MAY 24, 2022, AND JUNE 7, 2022								
Case No.	Assessed Owner	Address/Ttp/Ward	Parcel #	Cost	50% Adm. Cost	Penalty Cost	Total	Work Completed
CE-19-65 (2019-1072)	ADAM PENN 1409 MARIA DR JACKSON, MS 39204	1409 MARIA DR/39204/1	6363-194	\$9,000.00	\$900.00	\$500.00	\$10,400.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-1052 (2018-1208)	REBUILDING JACKSON LLC P O BOX 1248 JACKSON MS 39215	116 NEATHERWOOD DR/39212/1	613-32	\$8,000.00	\$800.00	\$500.00	\$9,300.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-253 (2020-1298)	CRAPPS JAMES EST & EMILY W 455 QUEEN MARIE LN JACKSON MS 39209	455 QUEEN MARIE LN/39209/3	642-507	\$5,000.00	\$500.00	\$750.00	\$6,250.00	Demolish and remove remains of burned structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
CE-21-588 (2020-1302)	RPB RENTAL MS LLC 2305 HWY 550 NW WESSON MS 39191	1775 BROOKHOLLOW CIR/39212/1	4858-577-9	\$4,998.00	\$499.80	\$500.00	\$5,997.80	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to ensure property is clear and free of any and all health hazards. Cut grass and weeds.
<b>GRAND TOTAL</b>							<b>\$31,947.80</b>	

**IT IS FURTHER RESOLVED** that pursuant to Section 21-19-11 of Mississippi Code, as amended, that the costs and penalties assessed in this Resolution shall become liens against the

Consent Agenda  
Agenda Item No. 6  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

parcels stated and shall be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

**IT IS FURTHER RESOLVED** that the liens stated may be enrolled in the office of the Circuit Clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code.

**IT IS FURTHER RESOLVED** that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 (3) (a) of the Mississippi Code as amended.

**IT IS FINALLY RESOLVED** that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

ITEM NO. \_\_\_\_\_  
DATE: AUGUST 2, 2022  
BY: (HILLMAN, LUMUMBA)



# Memo

**To: Chokwe Lumumba, Mayor**

**From: Jordan Rae Hillman, Director  
Department of Planning and Development**

**Date: 7/21/2022**

**Re: Agenda Item**

---

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     8/2/2022  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.
5.	<b>Schedule (beginning date)</b>	Following scheduled City Council date
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$0
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A
10.	<b>EBO participation</b>	ABE                     _____ %     WAIVER    yes _____ no _____     N/A _____ AABE                    _____ %     WAIVER    yes _____ no _____     N/A _____ WBE                     _____ %     WAIVER    yes _____ no _____     N/A _____ HBE                     _____ %     WAIVER    yes _____ no _____     N/A _____ NABE                    _____ %     WAIVER    yes _____ no _____     N/A _____



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

OFFICE OF THE CITY ATTORNEY  
7/23/22  
S.M.

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON JUNE 11, 2019, MARCH 19, 2019, AND SEPTEMBER 15, 2020, IN THE FOLLOWING CASES: CE-19-65 (2019-1072), CE-21-1052 (2018-1208), CE-21-253 (2020-1298), CE-21-588 (2020-1302) legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

7/23/22

\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-284 – 816 CLAIBORNE AVENUE – \$7,000.00 – WARD 5**

CITY ATTORNEY  
8/2/22

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-284 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 816 Claiborne Avenue; and

**WHEREAS**, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$7,000.00; and

**WHEREAS**, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 816 Claiborne Avenue in an amount not to exceed \$7,000.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road, Jackson Mississippi 39213, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$7,000.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a

Consent Agenda  
Agenda Item No. 7  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

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

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body of the City, any other public official of such locality who exercises any functions or responsibilities

with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

**SECTION 9 – SUCCESSORS AND ASSIGNS**

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

**SECTION 10 – NOTICES**

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

**City of Jackson, Mississippi                      Socrates Garrett Enterprises, LLC**

Chokwe A. Lumumba, Mayor                      Socrates Garrett

200 S. President Street                              2659 Livingston Road

Post Office Box 17                                      Jackson, Mississippi 39213

Jackson, Mississippi 39205-0017

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of

Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### 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 with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 816 Claiborne Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$7,000.00 shall be paid to Socrates Garrett Enterprises, Inc. upon the completion of the services provided from funds budgeted for the Division.

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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 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.

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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

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." 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 the site.

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

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

#### SECTION 14 - INDEMNIFICATION

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

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

#### SECTION 15 – GUARANTY

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

#### SECTION 16 – NO AGENCY

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

#### SECTION 17 – HEADINGS

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

#### SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_

Lumumba, Mayor

Attested By: \_\_\_\_\_

City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

|  
|

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.



3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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

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

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

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Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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



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

**Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes**

**Nays – None.**

**Absent – Grizzell.**

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson Residents																																													
<b>4. Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 5																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 7,000.00																																													
<b>9. Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-284.

Thank you for your consideration.

7/27/2022 J.M.  
OFFICE OF THE CITY ATTORNEY

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-284- 816 CLAIBORNE AVENUE- \$7,000.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney

7/27/2022

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-681 – 222 LAKE OF PINES DRIVE – \$473.00 – WARD 2**

OFFICE OF THE CLERK  
A. Um  
7/12/2022

**WHEREAS**, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-22-681 located in Ward 2 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 222 Lake of Pines Drive; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL LLC submitted the lowest bid of \$473.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 222 Lake of Pines Drive in an amount not to exceed \$473.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$473.00

**SECTION 2 - COMPENSATION:**

Consent Agenda  
Agenda Item No. 8  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

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

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

#### SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

#### SECTION 5 - INSURANCE:

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

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

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

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:



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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

performance;

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

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

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

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

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

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

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

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

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

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

SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL LLC to cut vegetation and remedy conditions on the property located at 222 Lake of Pines Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$473.00 shall be paid to UNITY CLEANUP AND REMOVAL LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

#### SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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



3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

SECTION 19 – ACCEPTANCE:

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

<b>19-498</b>	<b>21-1064</b>	<b>21-1085</b>	<b>21-1101</b>	<b>21-1165</b>	<b>21-1333</b>
<b>21-148</b>	<b>21-1559</b>	<b>21-1577</b>	<b>21-320</b>	<b>21-645</b>	<b>21-778</b>
<b>21-812</b>	<b>21-824</b>	<b>21-848</b>	<b>21-843</b>	<b>21-1143</b>	<b>21-927</b>
<b>22-249</b>	<b>22-296</b>	<b>22-677</b>	<b>22-99</b>	<b>22-681</b>	<b>21-682</b>

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party.

Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE:** After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	<b>Who will be affected</b>	All City of Jackson residents	
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.	
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	2  CITYWIDE	
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/>  ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$ 473.00	
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A _____ AABE _____ %      WAIVER    yes ___    no ___      N/A _____ WBE _____ %      WAIVER    yes ___    no ___      N/A _____ HBE _____ %      WAIVER    yes ___    no ___      N/A _____ NABE _____ %      WAIVER    yes ___    no ___      N/A _____	



Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-22-681.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-681- 222 LAKE OF PINES DRIVE- \$473.00 sufficient for placement in NOVUS Agenda.



Carle Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

DATE

OFFICE OF THE CITY ATTORNEY  
4/27/22 S.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICE, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-249 2135 SOUTHWOOD ROAD – \$1700.00 – WARD 1.**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-22-249 located in Ward 1. of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 2135 Southwood Road; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC submitted the lowest bid of \$1,700.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, RESURRECTION LAWN CARE SERVICE, LLC, through its representative, Victor Grant, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2135 Southwood Road in an amount not to exceed \$1700.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with RESURRECTION LAWN CARE SERVICE, LLC, with its principal office located at 170 Sivley Avenue, Jackson Mississippi 39203, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,700.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda Agenda Item No. 9 Agenda Date 8.2.2022 (Hilliman, Lumumba)
--

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

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

### SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

### SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 – NOTICES:

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

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

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

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

**B. Termination for Convenience.**

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

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This 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 pursued by the Vendor against the City.

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

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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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

performance;

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

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

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

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

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

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

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

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

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

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



SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with RESURRECTION LAWN CARE SERVICE, LLC to cut vegetation and remedy conditions on the property located at 2135 Southwood Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1700.00 shall be paid to RESURRECTION LAWN CARE SERVICE, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

**SECTION 18 - GENERAL PROVISIONS:**

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

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

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

**SECTION 19 – ACCEPTANCE:**

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_\_ bearing the **physical address** of \_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_ :

*Add scope of work here and delete this line*

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: After hearing with owners Zerie M. Buckner, hearing officer

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvin Veane, hearing officer

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from (owners) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

Council Member Stokes moved adoption: Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/20/2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	1  CITYWIDE
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 1,700.00
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A ___ AABE _____ %      WAIVER    yes ___    no ___      N/A ___ WBE _____ %      WAIVER    yes ___    no ___      N/A ___ HBE _____ %      WAIVER    yes ___    no ___      N/A ___ NABE _____ %      WAIVER    yes ___    no ___      N/A ___

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **RESURRECTION LAWN CARE SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-22-249.

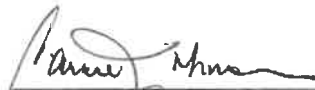
Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND RESURRECTION LAWN CARE SERVICES, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-249 2135 SOUTHWOOD ROAD- \$1700.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE -21-1333 306 FORD AVENUE – \$875.00 – WARD 3**

OFFICE OF THE CITY CLERK  
A.C.M. 7/12/22  
CITY OF JACKSON, MISSISSIPPI

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE -21-1333 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 306 Ford Avenue; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$875.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 306 Ford Avenue in an amount not to exceed \$875.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

Consent Agenda  
Agenda Item No. 10  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

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

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 - NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**JONES LANDSCAPE & CONTRACTOR SVCS, LLC**  
Donald Jones  
3172 Bilgray Drive  
Jackson, Mississippi 39212

## SECTION 10 - DEFAULT AND TERMINATION:

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

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

### **B. Termination for Convenience.**

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

## SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

## SECTION 12 – INDEMNIFICATION:

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



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

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

#### SECTION 13 – PARTIES' RELATIONSHIP:

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

#### SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 306 Ford Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$875.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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



3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

**SECTION 18 - GENERAL PROVISIONS:**

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

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

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

**SECTION 19 – ACCEPTANCE:**

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

**THE CITY OF JACKSON**

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_\_ bearing the **physical address** of \_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_\_ :

*Add scope of work here and delete this line*

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) Zeric M. Buckner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE**: After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE**: After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) **Willie Wilson**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) **Case #22-99: Parcel #411-184** located at **2852 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) **Case #22-681: Parcel #721-140** located at **222 LAKE OF PINES DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) **Case #21-682: Parcel #116-183** located at **238 GEORGIA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/20/2022  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	<p>3</p> <p>CITYWIDE</p>																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 875.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1333.

Thank you for your consideration.

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

7/27/2002  
OFFICE OF THE CITY ATTORNEY  
AUM.

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1333- 306 FORD AVENUE- \$875.00 sufficient for placement in NOVUS Agenda.**



Carrie Johnson, Senior Deputy City Attorney  
Sondra Mancure, Deputy City Attorney *AUM.*

7/27/2002

DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-677 – 2720 NEWPORT STREET – \$549.00 – WARD 4**

10/15/22  
Hillman  
Lumumba

**WHEREAS**, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-22-677 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 2720 Newport Street; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$549.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2720 Newport Street in an amount not to exceed \$549.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$549.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda  
Agenda Item No. 11  
Agenda Date 8.2.2022  
(Hillman, Lumumba)

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

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

### SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

### SECTION 5 - INSURANCE:

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



SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 – NOTICES:

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

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

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

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

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

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

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

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

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

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

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

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

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

SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 2720 Newport Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$549.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

<b>19-498</b>	<b>21-1064</b>	<b>21-1085</b>	<b>21-1101</b>	<b>21-1165</b>	<b>21-1333</b>
<b>21-148</b>	<b>21-1559</b>	<b>21-1577</b>	<b>21-320</b>	<b>21-645</b>	<b>21-778</b>
<b>21-812</b>	<b>21-824</b>	<b>21-848</b>	<b>21-843</b>	<b>21-1143</b>	<b>21-927</b>
<b>22-249</b>	<b>22-296</b>	<b>22-677</b>	<b>22-99</b>	<b>22-681</b>	<b>21-682</b>

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton,** hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina Veane,** hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



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

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

**SECTION 18 - GENERAL PROVISIONS:**

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

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

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

**SECTION 19 – ACCEPTANCE:**

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

**THE CITY OF JACKSON**

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_\_ bearing the **physical address** of \_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_\_ :

*Add scope of work here and delete this line*

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	4  CITYWIDE																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 549.00																																													
<b>9. Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-22-677.



Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-99- 677 NEWPORT STREET- \$549.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 



\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
11/21/22  
A.C.W.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1903 – 1657 MCDOWELL ROAD – \$11,200.00 – WARD 6**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-1903 located in Ward 6 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1657 McDowell Road; and

**WHEREAS**, R & C SERVICES, LLC. submitted the lowest bid of \$11,200.00; and

**WHEREAS**, R & C SERVICES, LLC., through its representative, Raymond Granderson, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1657 McDowell Road in an amount not to exceed \$11,200.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R & C SERVICES, LLC., with its principal office located at 987 Gore Road, Jackson Mississippi 39212, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$11,200.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a

Consent Agenda  
Agenda Item No. 12  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- d. 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 Vendor 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”.)
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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.

<b>City of Jackson, Mississippi</b>	<b>R &amp; C Services, LLC</b>
Chokwe A. Lumumba, Mayor	Raymond Granderson
200 S. President Street	1657 Gore Road
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to

be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

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

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 with R & C SERVICES, LLC. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1657 McDowell Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$11,200.00 shall be paid to R & C SERVICES, LLC. upon the completion of the services provided from funds budgeted for the Division.

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_.

#### 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.

### 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 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.

#### 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

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." 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 the site.

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

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

#### SECTION 14 - INDEMNIFICATION

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

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

#### SECTION 15 – GUARANTY

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

#### SECTION 16 – NO AGENCY

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

#### SECTION 17 – HEADINGS

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

#### SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT**

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

**SECTION 22 – GENERAL PROVISIONS**

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

SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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

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

Yeas – Banks, Foote, Hartley, Lec, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																														
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																														
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																														
3.	<b>Who will be affected</b>	All City of Jackson Residents																																														
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																														
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 6																																														
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/>  ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																														
8.	<b>COST</b>	\$ 11,200.00																																														
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>		ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																								

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor, Chokwe A Lumumba

**FROM:** Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

**DATE:** July 20, 2022

**Re:** Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **R AND C SERVICES**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-1903.



Thank you for your consideration.

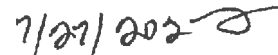


Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1903- 1657 MCDOWELL ROAD- \$11,200.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/22  
S.M.



OFFICE OF THE CITY ATTORNEY  
L. M. 7/13/22  
21/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1577 - 718 CLAIBORNE AVENUE – \$399.00 – WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-1577 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 718 Claiborne Avenue; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$399.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 718 Claiborne Avenue in an amount not to exceed \$399.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$399.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda Agenda Item No. 13 Agenda Date 8.2.2022 (Hilliman, Lumumba)
---

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

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

### SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

### SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 – NOTICES:

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

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

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 -- INDEMNIFICATION:**

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

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

**SECTION 13 -- PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

performance;

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

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

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

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

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

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

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

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

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

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



SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 718 Claiborne Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$399.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

**SECTION 18 - GENERAL PROVISIONS:**

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

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

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

**SECTION 19 – ACCEPTANCE:**

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

**THE CITY OF JACKSON**

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) Zeric M. Buckner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare: however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE:** After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare: however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/20/2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	5  CITYWIDE																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 399.00																																													
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item



The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1577.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1577- 718 CLABORNE AVENUE- \$399.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 

7/27/2022

\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
8/21/22 A.C.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES, LLC, TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1708 – 3534 DOUGLAS AVENUE – \$7,200.00 – WARD 3**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-1708 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 3534 Douglas Avenue; and

**WHEREAS**, R & C SERVICES, LLC, submitted the lowest bid of \$7,200.00; and

**WHEREAS**, R & C SERVICES, LLC,, through its representative, Raymond Granderson, agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniturc, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3534 Douglas Avenue for the sum of \$7,200.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R & C SERVICES, LLC, with its principal office located at 987 Gore Road, Jackson Mississippi 39212, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$7,200.00

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of d the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day performance period ted due to the

Consent Agenda  
Agenda Item No. 14  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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.

<b>City of Jackson, Mississippi</b>	<b>R &amp; C SERVICES, LLC</b>
Chokwe A. Lumumba, Mayor	Raymond Granderson
200 S. President Street	987 Gore Road
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

## SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the

reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### 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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with R & C SERVICES, LLC, to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3534 Douglas Avenue to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$7,200.00 shall be paid to R & C SERVICES, LLC, upon the completion of the services provided from funds budgeted for the Division.

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, ~~and~~ limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3



Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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

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

**Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes**

**Nays – None.**

**Absent – Grizzell.**

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi,

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A, attached hereto** and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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 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 5.240, 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.

#### 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

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." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws and regulations. Receipts obtained in the disposal of demolition debris.

#### SECTION 8 - ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign or subconract any portion of this Agreement except for entering into a subcontract as outlined in Article 6, without the prior written consent of the other. Vendor is responsible for all work on the part of its sub vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or director of the City or its designees or agents, members of the governing body of the City, any other municipal 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 the term of the contract with the City.

#### SECTION 9 - SUCCESSORS AND ASSIGNS

The Vendor binds its heirs, assigns, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of said other party in perpetuity, to perform this Agreement.

#### SECTION 10 - TYPING

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

CONTRACTOR NAME  
Representative  
Address  
City, State Zip.

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES



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

#### SECTION 14 - INDEMNIFICATION

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

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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

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

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson Residents
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	WARD 3
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 7,200.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___ no ___      N/A _____ AABE _____ %      WAIVER    yes ___ no ___      N/A _____ WBE _____ %      WAIVER    yes ___ no ___      N/A _____ HBE _____ %      WAIVER    yes ___ no ___      N/A _____ NABE _____ %      WAIVER    yes ___ no ___      N/A _____



Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **R AND C SERVICES**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-1708.

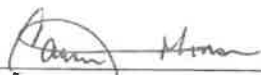
Thank you for your consideration.

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

FILED IN THE CITY ATTORNEY  
7/21/2028

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R & C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1708- 3534 DOUGLAS AVENUE- \$7,200.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*7/21/2028*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY CLERK  
1/27/22  
M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-148 4210 WEST CAPITOL STREET – \$800.00 – WARD 3**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-148 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 4210 West Capitol Street; and

**WHEREAS**, VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. submitted the lowest bid of \$800.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, VINCENT EVANS D/B/A EVANS LANDSCAPE INDS., through its representative, Vincent Evans, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 4210 West Capitol Street in an amount not to exceed \$800.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with VINCENT EVANS D/B/A EVANS LANDSCAPE INDS., with its principal office located at 295 South Prentiss Street, Jackson, Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed 800.00.

Consent Agenda  
Agenda Item No. 15  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

**SECTION 2 - COMPENSATION:**

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

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

**SECTION 3 - PERIOD FOR PERFORMANCE:**

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

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

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

**SECTION 5 - INSURANCE:**

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

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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.

<b>City of Jackson, Mississippi</b>	<b>EVANS LANDSCAPE INDS.</b>
Chokwe A. Lumumba, Mayor	Vincent Evans
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work,

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

#### SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's

failure to comply with the terms of the Agreement concerning time for performance;

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

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

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

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

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

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

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

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

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

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



SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. to cut vegetation and remedy conditions on the property located at 4210 West Capitol Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$800.00 shall be paid to VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

SECTION 19 – ACCEPTANCE:

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

\_\_\_\_\_  
 VENDOR'S NAME  
 Title \_\_\_\_\_  
 Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
 Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
 City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony of owner - Zerie M. Buckner, hearing officer

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, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from (owners), Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

Council Member Stokes moved adoption: Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	3	CITYWIDE		
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$ 800.00			
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **EVANS LANDSCAPE INDS.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-148.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1736

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND VINCENT EVANS D/B/A EVANS LANDSCAPE INDS. TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-148 4210 WEST CAPITOL STREET- \$800.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *J.M.*

7/27/2022

DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1559 – 113 FREDRICA AVE UNIT AB – \$6000.00 – WARD 5**

OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI  
7/27/22  
ORNEY  
R. ORNEY

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14., 2022 for Case CE-21-1559 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 113 Fredrica Avenue, Unit AB; and

**WHEREAS**, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$6,000.00; and

**WHEREAS**, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, agreed 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 113 Fredrica Avenue, Unit AB in an amount not to exceed \$6000.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road, Jackson Mississippi 39213, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$6,000.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar

Consent Agenda  
Agenda Item No. 16  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day 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.

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

- b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

**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**

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.” 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 the site.

**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.

<b>City of Jackson, Mississippi</b>	<b>Socrates Garrett Enterprises, LLC</b>
Chokwe A. Lumumba, Mayor	Socrates Garrett
200 S. President Street	2659 Livingston Road
Post Office Box 17	Jackson, Mississippi 39213
Jackson, Mississippi 39205-0017	

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### 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 with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 113 Fredrica Avenue, Unit AB deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6000.00 shall be paid to Socrates Garrett Enterprises, Inc. upon the completion of the services provided from funds budgeted for the Division.

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A, attached hereto** and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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 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.

#### 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

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." 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 other materials removed from the site.

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

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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

#### SECTION 14 - INDEMNIFICATION

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

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

#### SECTION 15 - GUARANTY

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

#### SECTION 16 - NO AGENCY

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

#### SECTION 17 - HEADINGS

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

#### SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk



**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

<b>19-498</b>	<b>21-1064</b>	<b>21-1085</b>	<b>21-1101</b>	<b>21-1165</b>	<b>21-1333</b>
<b>21-148</b>	<b>21-1559</b>	<b>21-1577</b>	<b>21-320</b>	<b>21-645</b>	<b>21-778</b>
<b>21-812</b>	<b>21-824</b>	<b>21-848</b>	<b>21-843</b>	<b>21-1143</b>	<b>21-927</b>
<b>22-249</b>	<b>22-296</b>	<b>22-677</b>	<b>22-99</b>	<b>22-681</b>	<b>21-682</b>

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE:** After hearing testimony from owner(s) Melvina Veane, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson Residents
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 5
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/>  ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 6,000.00
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A ___ AABE _____ %      WAIVER    yes ___    no ___      N/A ___ WBE _____ %      WAIVER    yes ___    no ___      N/A ___ HBE _____ %      WAIVER    yes ___    no ___      N/A ___ NABE _____ %      WAIVER    yes ___    no ___      N/A ___

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-1559.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1559- 113 FREDRICA AVENUE UNIT AB - \$6,000.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 



\_\_\_\_\_  
DATE

7/27/02  
OFFICE OF THE CITY ATTORNEY  
S.M.





OFFICE OF THE CITY ATTORNEY  
A.M. 7/27/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-19-498 309 MCTYERE AVENUE - \$1,750.00 - WARD 7**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-19-498 located in Ward 7 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 309 McTyere Avenue; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$1,750.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 309 McTyere Avenue in an amount not to exceed \$1,750.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson, Mississippi 39212, that contains the following substantive provisions:

Consent Agenda  
Agenda Item No. 17  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,750.00.

**SECTION 2 - COMPENSATION:**

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

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

**SECTION 3 - PERIOD FOR PERFORMANCE:**

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

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

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

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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.

<b>City of Jackson, Mississippi</b>	<b>JONES LANDSCAPE &amp; CONTRACTOR SVCS, LLC</b>
Chokwe A. Lumumba, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 10 - DEFAULT AND TERMINATION:**

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

**SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 309 McTyere Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,750.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE; No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD; No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00, Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00, Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00, Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina Weathers, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00, Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109 located at 459 ROLAND STREET:** After hearing testimony (owner's) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health 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.

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

Council Member Stokes moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.



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

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

### SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

### SECTION 5 - INSURANCE:

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

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

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

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

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

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

SECTION 8 - SUCCESSORS AND ASSIGNS:

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

SECTION 9 – NOTICES:

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

SECTION 10 - DEFAULT AND TERMINATION:

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

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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

#### SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

performance;

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

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

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

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

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

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

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

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

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

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

SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 4420 Robinson Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$799.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	<p>7</p> <p>CITYWIDE</p>																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	<p>PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION</p>																																													
8.	<b>COST</b>	\$ 1,750.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-19-498.

Thank you for your consideration.



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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-19-498- 309 MCTYERE AVENUE- \$1750.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *A.M.*

*7/27/2022*

\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*7/27/22 A.M.*



OFFICE OF THE CITY ATTORNEY  
A.M. 7/14/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-99 – 2852 NEWPORT STREET – \$449.00 – WARD 3**

**WHEREAS**, July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-22-99 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 2852 Newport Street; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL LLC submitted the lowest bid of \$449.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL LLC, through its representative, Calvin Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2852 Newport Street in an amount not to exceed \$449.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL LLC, with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$449.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda  
Agenda Item No. 18  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

SECTION 5 - INSURANCE:

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

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 - NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

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

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

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

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

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

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

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

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

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

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

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

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

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

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

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

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

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



SECTION 17 – PAYMENT:

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

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

SECTION 18 - GENERAL PROVISIONS:

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

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

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL LLC to cut vegetation and remedy conditions on the property located at 2852 Newport Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$449.00 shall be paid to UNITY CLEANUP AND REMOVAL LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

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

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

**B. Termination for Convenience.**

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

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

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

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

**SECTION 13 – PARTIES' RELATIONSHIP:**

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to; injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 18 - GENERAL PROVISIONS:

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

SECTION 19 – ACCEPTANCE:

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as Parcel # \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for Case #\_\_\_ :

*Add scope of work here and delete this line*

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: After hearing testimony of owner(s) Zeric M. Buckner, hearing officer

clean up debris, remove assessment of actual costs and a penalty of \$500.00.

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina Veane, hearing officer 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing test (name), Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

Council Member Stokes moved adoption: Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/27/2022  
DATE

POINTS	COMMENTS															
1. <b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.															
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life															
3. <b>Who will be affected</b>	All City of Jackson residents															
4. <b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.															
5. <b>Schedule (beginning date)</b>	To be determined pending execution of contracts.															
6. <b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE															
7. <b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION															
8. <b>COST</b>	\$449.00															
9. <b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING															
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER yes _____ no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER yes _____ no _____	N/A _____	AABE _____ %	WAIVER yes _____ no _____	N/A _____	WBE _____ %	WAIVER yes _____ no _____	N/A _____	HBE _____ %	WAIVER yes _____ no _____	N/A _____	NABE _____ %	WAIVER yes _____ no _____	N/A _____
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 27, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEANUP AND REMOVAL LLC** for the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case CE-22-99.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-99- 2852 NEWPORT STREET- \$449.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*July 27, 2022*  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
7/27/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1682 – 238 GEORGIA AVENUE – \$4,500.00 – WARD 3**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-1682 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 238 Georgia Avenue; and

**WHEREAS**, FOUR SEASONS ENTERPRISES, LLC submitted the lowest bid of \$4,500.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, FOUR SEASONS ENTERPRISES, LLC through its representative, Robert Love, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 258 Georgia Avenue in an amount not to exceed \$4,500.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with FOUR SEASONS ENTERPRISES, LLC, with its principal office located at 4612 Medgar Evers Blvd, Jackson Mississippi 39213, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$4,500.00.

Consent Agenda  
Agenda Item No. 19  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

## SECTION 2 – NOTICE TO PROCEED

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP". The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day 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.

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

- b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”.)
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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**

**Four Seasons Enterprises, LLC**

Chokwe A. Lumumba, Mayor

Robert Love

200 S. President Street

4612 Medgar Evers Blvd.

Post Office Box 17

Jackson, Mississippi 39213

Jackson, Mississippi 39205-0017

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

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

- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

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

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with FOUR SEASONS ENTERPRISES, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 238 Georgia Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,500.00 shall be paid to FOUR SEASONS ENTERPRISES, LLC upon the completion of the services provided from funds budgeted for the Division.

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

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

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina Young, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from [redacted] and [redacted] (names), Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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

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

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

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

Council Member Stokes moved adoption: Vice President Lee seconded.

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

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



## PROPOSED CONTRACT

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

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

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

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

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

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

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

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

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

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

**SECTION 2 - COMPENSATION TO BE PAID VENDOR:**

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

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

**SECTION 3 - PERIOD FOR PERFORMANCE:**

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

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

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

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the



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

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

B. Termination for Convenience.

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

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

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

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

SECTION 13 – PARTIES' RELATIONSHIP:

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

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

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

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

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

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

SECTION 18 - GENERAL PROVISIONS:

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

SECTION 19 – ACCEPTANCE:

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

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel # \_\_\_** bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #\_\_\_** :

*Add scope of work here and delete this line*

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/20/2022

DATE

POINTS	COMMENTS																																													
1. <b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. <b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. <b>Who will be affected</b>	All City of Jackson Residents																																													
4. <b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
5. <b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6. <b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	WARD 3																																													
7. <b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. <b>COST</b>	\$ 4,500.00																																													
9. <b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
10. <b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 27, 2022,

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **FOUR SEASONS ENTERPRISES, LLC.**, for the demolition of structural(s) foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case CE-21-1682

Thank you for your consideration.

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

OFFICE OF THE CITY ATTORNEY  
7/27/2007  
Jum

## OFFICE OF THE CITY ATTORNEY

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This OR ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1682- 238 GEORGIA AVENUE- \$4,500.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *Jum*

7/27/2007

DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2019 – 2117 BAILEY AVENUE – \$5,310.00 – WARD 3**

7/27/22  
OFFICE OF THE CITY ATTORNEY

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-2019 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2117 Bailey Avenue; and

**WHEREAS**, LOVE TRUCKING CO., INC., submitted the lowest bid of \$5,310.00; and

**WHEREAS**, LOVE TRUCKING CO., INC., through its representative, Dennis Love, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2117 Bailey Avenue in an amount not to exceed \$5,310.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with LOVE TRUCKING CO., INC., with its principal office located at 761 Woodlake Drive, Jackson Mississippi 39206, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$5,310.00

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day performance period due to the

Consent Agenda  
Agenda Item No. 20  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- d. 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 Vendor 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”.)
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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      LOVE TRUCKING CO., INC.**

Chokwe A. Lumumba, Mayor      Dennis Love

200 S. President Street      761 Woodlake Drive

Post Office Box 17      Jackson, Mississippi 39206

Jackson, Mississippi 39205-0017

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
  
- B. **Termination for Convenience.** The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the

reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### 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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2117 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$5,310.00 shall be paid to LOVE TRUCKING CO., INC., upon the completion of the services provided from funds budgeted for the Division.

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

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

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

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

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

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

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_; and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

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

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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 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.

#### 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

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." 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 other materials removed from the site.

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

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

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

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

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

SECTION 23 - ACCEPTANCE

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

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_\_\_ :

*Add scope of work here and delete this line*

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
DATE

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson Residents																																													
<b>4. Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 3																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 5,310.00																																													
<b>9. Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development

Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item



The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-2019.

Thank you for your consideration.

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE LOVE TRUCKING CO. INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-2019- 2117 BAILEY AVENUE- \$5,310.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

1/21/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, TO BOARD UP AND SECURE THE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1868 3527 BAILEY AVENUE - \$1,350.00 - WARD 3**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-1868 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3527 Bailey Avenue; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, submitted the lowest bid of \$1,350.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3527 Bailey Avenue in an amount not to exceed \$1,350.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson, Mississippi 39212, that contains the following substantive provisions:

Consent Agenda  
Agenda Item No. 21  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,350.00.

SECTION 2 - COMPENSATION:

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

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

SECTION 3 - PERIOD FOR PERFORMANCE:

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

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

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

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

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

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

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

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

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

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

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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.

<b>City of Jackson, Mississippi</b>	<b>JONES LANDSCAPE &amp; CONTRACTING SVCS, LLC</b>
Chokwe A. Lumumba, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 10 - DEFAULT AND TERMINATION:**

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

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.



The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3.Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4.Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A.The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B.The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C.The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D.The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, to cut vegetation and remedy conditions on the property located at 3527 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,350.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. **Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;



3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_

Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_

City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	3	CITYWIDE		
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$ 1,350.00			
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1868.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1868- 3527 BAILEY AVENUE- \$1,350.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

*7/27/2022*

\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/22  
*S.M.*



OFFICE OF THE CITY ATTORNEY  
8-2-2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-495 – 2115 BAILEY AVENUE – \$4,500.00 – WARD 3**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-495 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2115 Bailey Avenue; and

**WHEREAS**, FOUR SEASONS ENTERPRISES, LLC., submitted the lowest bid of \$4,500; and

**WHEREAS**, FOUR SEASONS ENTERPRISES, LLC., through its representative, Robert Love, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2115 Bailey Avenue in an amount not to exceed \$4,500.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with FOUR SEASONS ENTERPRISES, LLC., with its principal office located at 4612 Medgar Evers Blvd, Jackson Mississippi 39213, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$4,500.00.

**SECTION 2 – NOTICE TO PROCEED**

Consent Agenda  
Agenda Item No. 22  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP". The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

- b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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 A. Lumumba, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

**Four Seasons Enterprises, LLC**

Robert Love

4612 Medgar Evers Blvd.

Jackson, Mississippi 39213

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with FOUR SEASONS ENTERPRISES, LLC., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2115 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$4,500.00 shall be paid to FOUR SEASONS ENTERPRISES, LLC., upon the completion of the services provided from funds budgeted for the Division.

**PROPOSED CONTRACT**

**CITY OF JACKSON, MISSISSIPPI**

Community Improvement Division

**DEMOLITION CONTRACT**

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

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.

### 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 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.

#### 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

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." 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 the site.

#### 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

**IN WITNESS WHEREOF**, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson Residents
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	WARD 3
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 4,500.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A _____ AABE _____ %      WAIVER    yes _____ no _____      N/A _____ WBE _____ %      WAIVER    yes _____ no _____      N/A _____ HBE _____ %      WAIVER    yes _____ no _____      N/A _____ NABE _____ %      WAIVER    yes _____ no _____      N/A _____

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **FOUR SEASONS ENTERPRISES, LLC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-495.

Thank you for your consideration.



Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-495- 2115 BAILEY AVENUE- \$4,500.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2022

DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO. INC., TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1101 – 3100 WHITTEN ROAD – \$6,988.00 – WARD 6**

11/27/22  
12/2/22  
4011  
10/11/22

WHEREAS, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-1101 located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 3100 Whitten Road; and

WHEREAS, LOVE TRUCKING CO. INC., submitted the lowest bid of \$6,988.00; and

WHEREAS, LOVE TRUCKING CO. INC., through its representative, Dennis Love, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3100 Whitten Road in an amount not to exceed \$6,988.00; and

WHEREAS, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with LOVE TRUCKING CO. INC., with its principal office located at 761 Woodlake Drive, Jackson Mississippi 39206, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$6,988.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a

Consent Agenda  
Agenda Item No. 23  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
  - c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- d. 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 Vendor 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”.)
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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      LOVE TRUCKING CO., INC.**

Chokwe A. Lumumba, Mayor      Dennis Love

200 S. President Street      761 Woodlake Drive

Post Office Box 17      Jackson, Mississippi 39206

Jackson, Mississippi 39205-0017

## SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the

reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### 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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with LOVE TRUCKING CO. INC., to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 3100 Whitten Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6,988.00 shall be paid to LOVE TRUCKING CO. INC., upon the completion of the services provided from funds budgeted for the Division.

PROPOSED CONTRACT

CITY OF JACKSON, MISSISSIPPI  
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

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

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 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".)

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, 1965, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor

#### SECTION 22 GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.



SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR'S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) **Zeric M. Buckner**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE**: After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE**: After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) **Willie Wilson**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**01/22/2020**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
<b>3. Who will be affected</b>	All City of Jackson Residents																																													
<b>4. Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 1																																													
<b>7. Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$ 6,988.00																																													
<b>9. Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING CO., INC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1101.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-1101- 3100 WHITTEN ROAD- \$6,988.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncre, Deputy City Attorney 

  
\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
8/2/22  
LUM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #CE-21-645 – 1135 HANDY AVENUE – \$6,000.00 – WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022, for Case CE-21-645 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 1135 Handy Avenue; and

**WHEREAS**, Socrates Garrett Enterprises, Inc. submitted the lowest bid of \$6,000.00; and

**WHEREAS**, Socrates Garrett Enterprises, Inc., through its representative, Leland Socrates Garrett, agreed 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1135 Handy Avenue in an amount not to exceed \$6,000.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with Socrates Garrett Enterprises, Inc., with its principal office located at 2659 Livingston Road, Jackson Mississippi 39213, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$6,000.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of d the Notice of Proceed set forth in Exhibit B and attached hereto and made a

Consent Agenda  
Agenda Item No. 24  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City or its designees or agents, members of the governing body



of the City, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

#### SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

#### SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

**City of Jackson, Mississippi**

**Socrates Garrett Enterprises, LLC**

Chokwe A. Lumumba, Mayor

Socrates Garrett

200 S. President Street

2659 Livingston Road

Post Office Box 17

Jackson, Mississippi 39213

Jackson, Mississippi 39205-0017

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such

termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 with Socrates Garrett Enterprises, Inc. to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1135 Handy Avenue 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. upon the completion of the services provided from funds budgeted for the Division.

## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi.

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_.

#### 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.

### 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 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.

#### 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

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris and 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." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws.

10. receipts obtained in the disposal of demolition debris

#### 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

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.

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#### SECTION 17 – HEADINGS

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#### 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 C, fires, floods, epidemics, 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, 1965, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR'S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

<b>19-498</b>	<b>21-1064</b>	<b>21-1085</b>	<b>21-1101</b>	<b>21-1165</b>	<b>21-1333</b>
<b>21-148</b>	<b>21-1559</b>	<b>21-1577</b>	<b>21-320</b>	<b>21-645</b>	<b>21-778</b>
<b>21-812</b>	<b>21-824</b>	<b>21-848</b>	<b>21-843</b>	<b>21-1143</b>	<b>21-927</b>
<b>22-249</b>	<b>22-296</b>	<b>22-677</b>	<b>22-99</b>	<b>22-681</b>	<b>21-682</b>

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7**

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5**

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



3) **Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET:** After hearing testimony from owner(s) **Zeric M. Buckner**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITFIELD STREET: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE: After hearing testimony from owner(s) Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) **Willie Wilson**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

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**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; and

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**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

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Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson Residents
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	WARD 2
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 6,000.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A _____ AABE _____ %      WAIVER    yes _____ no _____      N/A _____ WBE _____ %      WAIVER    yes _____ no _____      N/A _____ HBE _____ %      WAIVER    yes _____ no _____      N/A _____ NABE _____ %      WAIVER    yes _____ no _____      N/A _____

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **SOCRATES GARRETT ENTERPRISES, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-645.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
11/27/22  
J.M.

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-645- 1135 HANDY AVENUE - \$6,000.00** sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Mancure, Deputy City Attorney J.M.



DATE



OFFICE OF THE CITY ATTORNEY  
11/21/22  
LUMUMBA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ADVANCED ENVIRONMENTAL CONSULTANTS, INC., TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-647 – 119 STRATFORD DRIVE – \$8,500.00 – WARD 4**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-647 located in Ward 4 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 119 Stratford Drive; and

**WHEREAS**, ADVANCED ENVIRONMENTAL CONSULTANTS, INC., submitted the lowest bid of \$8,500.00; and

**WHEREAS**, ADVANCED ENVIRONMENTAL CONSULTANTS, INC., through its representative, Dejonnette Grantham-King, agreed 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 119 Stratford Drive in an amount not to exceed \$8,500.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with ADVANCED ENVIRONMENTAL CONSULTANTS, INC., with its principal office located at 775 North President Street, Jackson Mississippi 39202, that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$8,500.00.

**SECTION 2 – NOTICE TO PROCEED**

Consent Agenda  
Agenda Item No. 25  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP". The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the Notice of Proceed set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

- b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”.)
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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.

<b>City of Jackson, Mississippi</b>	<b>ADVANCED ENVIRONMENTAL CONSULTANTS, INC.</b>
Chokwe A. Lumumba, Mayor	Dejonnette Grantham-King
200 S. President Street	775 North President Street
Post Office Box 17	Jackson, Mississippi 39202
Jackson, Mississippi 39205-0017	

**SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM**

- A. **Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **ADVANCED ENVIRONMENTAL CONSULTANTS, INC.**, to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 119 Stratford Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,500.00 shall be paid to **ADVANCED ENVIRONMENTAL CONSULTANTS, INC.**, upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A**, attached hereto and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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 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.

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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." 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 the site.

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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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

CONTRACTOR NAME  
Representative  
Address  
City, State Zip

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

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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 C, fires, floods, epidemics, 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, 1965, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

| |

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

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**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

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**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/20/2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson Residents
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	WARD 1
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/>  ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 8,500.00
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes _____ no _____      N/A _____ AABE _____ %      WAIVER    yes _____ no _____      N/A _____ WBE _____ %      WAIVER    yes _____ no _____      N/A _____ HBE _____ %      WAIVER    yes _____ no _____      N/A _____ NABE _____ %      WAIVER    yes _____ no _____      N/A _____

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **ADVANCED ENVIRONMENTAL CONSULTANTS, INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case# CE-21-647.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/27/2020  
SCA

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF ADVANCED ENVIRONMENTAL CONSULTANTS, INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-647- 119 STRARFORD DRIVE- \$8,500.00** sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *SM*

7/27/2020

\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
8/2/22  
Lum

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH THE STRUCTURE FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662 – 2672 HIGHWAY 80 WEST – \$8,000.00 – WARD 5**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 26, 2022, for Case CE-21-662 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the demolition project located at 2672 Highway 80 West; and

**WHEREAS**, R&C SERVICES, LLC submitted the lowest bid of \$ 8,000.00; and

**WHEREAS**, R&C SERVICES, LLC through its representative, Raymond Granderson, agreed to demolish the 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; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2672 Highway 80 West for the sum of \$8,000.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with R&C SERVICES, LLC with its principal office located at 987 Gore Road, Jackson, Mississippi, 39212 that contains the following substantive provisions:

**SECTION 1 – LABOR AND MATERIALS**

The Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in Exhibit A attached hereto and made a part hereof in an amount not to exceed \$8,000.00.

**SECTION 2 – NOTICE TO PROCEED**

The Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed “NTP”. The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of d the Notice of Proceed set forth in Exhibit B and attached hereto and made a

Consent Agenda  
Agenda Item No. 26  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

part hereof. The City of Jackson may extend the ninety (90) day 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.

### 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 the 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 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.
  - a. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
  - b. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.

- c. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- d. 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 Vendor 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”).
- e. 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.
- f. 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 the 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.

#### 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

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.” 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 the site.

#### 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 A. Lumumba, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

**R & C Services, LLC**

Raymond Granderson

987 Gore Road

Jackson, Mississippi 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 effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this 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 Vendor 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) day 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 C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

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 enduring to the benefit of any of the parties.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with R&C SERVICES, LLC to demolish the structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2672 Highway 80 West deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$8,000.00 shall be paid to R&C SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CITY OF JACKSON, MISSISSIPPI Community Improvement Division

## DEMOLITION CONTRACT

THIS AGREEMENT made by and between the CITY OF JACKSON, MISSISSIPPI, hereinafter called ("CITY"), and CONTRACTOR., hereinafter called the ("VENDOR."), having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_.

WHEREAS, the CITY is a corporate body politic organized and existing pursuant to the laws of the State of Mississippi;

WHEREAS, the City Council of Jackson, Mississippi passed a resolution on \_\_\_\_\_, which declared the property described in the Scope of Work (**Exhibit A**) to be a menace to public health and safety, and in such a state of disrepair to warrant the demolition and removal of any structure(s), building(s), attachment(s) and/or appurtenance(s) to said real property;

WHEREAS, the CITY, pursuant to the aforementioned resolution, has decided to retain contract labor for the demolition of the structure and removal of debris at the subject location after the owner refused to demolish and remove the structure; and

WHEREAS, the CITY estimated the cost for performing the work or solicited quotes for the performance of the work; and

WHEREAS, the VENDOR has agreed to perform the work based on the CITY's pre-determined cost or based on the quote submitted;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the CITY and the VENDOR agree as follows:

#### SECTION 1 – LABOR AND MATERIALS

The contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in **Exhibit A, attached hereto** and made a part hereof in an amount not to exceed \$\_\_\_\_\_.

#### 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.

### 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.

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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:
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  - (2) Hired automobiles, trucks and/or vehicles
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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 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:

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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.
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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.

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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." 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 the site.

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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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

#### SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.
- B. Termination for Convenience. The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

#### SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

#### SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

#### SECTION 14 - INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The CONTRACTOR further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

#### SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving thirty (30) days notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The City will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

#### SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

#### SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Vendor fails to complete the work within the Contract time or extension of time granted by the City, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:
  - 1. To any preference, priority or allocation order duly issued by the City.
  - 2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the C, fires, floods, epidemics, 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 21 – 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 22 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt final invoice and certification of satisfactory completion by the Department of Community Improvement Division.
- B. The City may retain 10% of the final invoice costs if there are issues regarding the completion of the work. Upon satisfactory resolution of the matters at issue, the remaining 10% will be paid to Vendor.

#### SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

**IN WITNESS WHEREOF**, the OWNER and the CONTRACTOR, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
VENDOR' S SIGNATURE

Title \_\_\_\_\_

Date attested: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Lumumba, Mayor

Attested By: \_\_\_\_\_  
City Clerk

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes moved adoption; Vice President Lee seconded.**

**Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes**

**Nays – None.**

**Absent – Grizzell.**

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**07/26/2022**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the demolition and removal of structures, foundation, steps, driveway and the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Resolution is asking that the Mayor execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson Residents																																													
4.	<b>Benefits</b>	The demolition of dilapidated structures and the cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to the public health, safety and welfare of surrounding residents and communities.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	WARD 5																																													
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 8000.00																																													
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUND (001-444-70-6485)																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Jordan Hillman  
Director Planning and Development

**DATE:** July 27, 2022

**Ref:** Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **R&C SERVICES LLC** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-21-662



Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R AND C SERVICES, LLC TO DEMOLISH STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-662-2672 W HIGHWAY 80- \$8,000.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2022

DATE



OFFICE OF THE CITY ATTORNEY  
8/2/22  
K. CHANEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-744 3045 WOODBINE STRET - \$1,993.00 – WARD 6**

**WHEREAS**, June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-744 located in Ward 6 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3045 Woodbine Street; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$1,993.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3045 Woodbine Street in an amount not to exceed \$1,993.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Suite 4, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,993.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda Agenda Item No. 27 Agenda Date 8.2.2022 (Hilliman, Lumumba)
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The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

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The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.



SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 3045 Woodbine Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,993.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684    21-744      21-905      21-1048    21-1298    21-1708  
21-1868   21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	<b>Who will be affected</b>	All City of Jackson residents
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	6  CITYWIDE
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$ 1,993.00
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A ___ AABE _____ %      WAIVER    yes ___    no ___      N/A ___ WBE _____ %      WAIVER    yes ___    no ___      N/A ___ HBE _____ %      WAIVER    yes ___    no ___      N/A ___ NABE _____ %      WAIVER    yes ___    no ___      N/A ___

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-744.

Thank you for your consideration.



Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY  
7/27/2022  
SJM

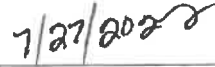
## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-744- 3045 WOODBINE STREET- \$1993.00 sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 



\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
8/2/22  
J.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-320 209 WHITFIELD STREET - \$950.00 - WARD 7**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-320 located in Ward 7 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 209 Whitfield Street; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$950.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 209 Whitfield Street in an amount not to exceed \$950.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

Consent Agenda  
Agenda Item No. 28  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$875.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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.

<b>City of Jackson, Mississippi</b>	<b>JONES LANDSCAPE &amp; CONTRACTOR SVCS, LLC</b>
Chokwe A. Lumumba, Mayor	Donald Jones
200 S. President Street	3172 Bilgray Drive
Post Office Box 17	Jackson, Mississippi 39212
Jackson, Mississippi 39205-0017	

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 – PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3.Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4.Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A.The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B.The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C.The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D.The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.



E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 209 Whitfield Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$950.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

**SECTION 2 - COMPENSATION TO BE PAID VENDOR:**

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

**SECTION 3 - PERIOD FOR PERFORMANCE:**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

**SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

#### SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

IN WITNESS WHEREOF, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

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 JUNE 14, 2022 FOR THE FOLLOWING CASES:

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) Case #21-1085: Parcel #721-188 located at 103 NEEDLE COVE No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) Case #21-1101: Parcel #621-131 located at 3100 WHITTEN ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) Case #21-1165: Parcel #825-46 located at 5825 TURNER STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) Case #21-1333: Parcel #309-199 located at 306 FORD AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) Case #21-148 Parcel #118-21 located at 4210 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) Case #21-1577: Parcel #128-63 located at 718 CLAIRBORNE AVENUE: After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE: After hearing testimony from owner(s) Melvin, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from (owner's) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) Case #21-1143: Parcel #158-102 located at 1067 ALTA VISTA BLVD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) Case #21-927: Parcel #825-110 located at 1736 REDDIX STREET: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) Case #22-249: Parcel #578-76 located at 2135 SOUTHWOOD ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) Case #22-296: Parcel #4858-576-566 located at 1545 CEDAR PINE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) Case #22-677: Parcel #409-854-22 located at 2720 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Council Member Stokes moved adoption; Vice President Lee seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/20/2022  
DATE

POINTS	COMMENTS																																													
1.	<b>Brief Description/Purpose</b>																																													
	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b>																																													
	<ul style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ul>																																													
3.	<b>Who will be affected</b>																																													
	All City of Jackson residents																																													
4.	<b>Benefits</b>																																													
	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>																																													
	To be determined pending execution of contracts.																																													
6.	<b>Location:</b>																																													
	<ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>																																													
	7  CITYWIDE																																													
7.	<b>Action implemented by:</b>																																													
	<ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>																																													
	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>																																													
	\$ 950.00																																													
9.	<b>Source of Funding</b>																																													
	<ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>																																													
	GENERAL FUNDING																																													
10.	<b>EBO participation</b>																																													
	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

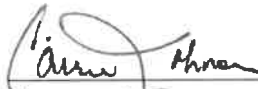
The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-320.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-320-209 WHITFIELD STREET- \$950.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney *S.M.*

7/27/2022

DATE

OFFICE OF THE CITY ATTORNEY  
7/27/2022  
KCM



CE-21-639  
12/21/22  
CITY ATTORNEY

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-639 3317 BAILEY AVENUE - \$1,197.00 - WARD 3**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-639 located in Ward 3 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 3317 Bailey Avenue; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$1,197.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3317 Bailey Avenue in an amount not to exceed \$1,197.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC with its principal office located at 536 Eastview Street, Jackson Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,197.00.

**SECTION 2 - COMPENSATION:**

Consent Agenda Agenda Item No. 29 Agenda Date 8.2.2022 (Hilliman, Lumumba)
---

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

#### SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

#### SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

#### SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**



The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning

time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

**SECTION 17 – PAYMENT:**

A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 3317 Bailey Avenue deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,197.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

**SECTION 2 - COMPENSATION TO BE PAID VENDOR:**

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

**SECTION 3 - PERIOD FOR PERFORMANCE:**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

**SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property of \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;



3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:**

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

**SECTION 18 - GENERAL PROVISIONS:**

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**SECTION 19 – ACCEPTANCE:**

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ■ <b>WARD</b> ■ <b>CITYWIDE (yes or no) (area)</b> ■ <b>Project limits if applicable</b>	3  CITYWIDE																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 1,197.00																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

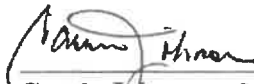

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-639.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-639 3317 BAILEY AVENUE- \$1197.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/22  
S.M.



OFFICE OF THE CITY ATTORNEY  
7/27/22  
A.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-824 2513 WEST CAPITOL STREET – \$2,400.00 – WARD 5**

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-824 located in Ward 5 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 2513 West Capitol Street; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$2,400.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2513 West Capitol Street in an amount not to exceed \$2,400.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

Consent Agenda  
Agenda Item No. 30  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$2,400.00

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**JONES LANDSCAPE & CONTRACTOR SVCS, LLC**  
Donald Jones  
3172 Bilgray Drive  
Jackson, Mississippi 39212

#### SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

#### B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

#### SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

#### SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence,



willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

**SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
- 3.Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
- 4.Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A.The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B.The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C.The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D.The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E.The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A.The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B.The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a)This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 2513 West Capitol Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$2,400.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) **Zeric M. Buckner**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72** located at **113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63** located at **718 CLAIBORNE AVENUE**: After hearing testimony from owner(s) **Chelsea & Treyvon Singleton**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7** located at **209 WHITEFIELD STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8** located at **1135 HANDY AVENUE**: After hearing testimony from owner(s) **Melvina Veane**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-778: Parcel #305-109 located at 459 ROLAND STREET: After hearing testimony from owner(s) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) Case #21-812: Parcel #698-284 located at 3288 WASHINGTON STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) Case #21-824: Parcel #124-84 located at 2513 WEST CAPITOL STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) Case #21-843: Parcel #116-5 located at 235 PARKSIDE PLACE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) Case #21-848: Parcel #119-84 located at 237 SEWANEE DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.



17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on June 14, 2022; 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 #19-498: Parcel #58-60** located at **309 MCTYERE AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house: cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) **Case #21-1064 Parcel #824-5** located at **4420 ROBINSON ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) Zeric M. Buekner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a 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: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559: Parcel #124-72 located at 113 FREDRICA AVENUE UNIT AB: No** appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577: Parcel #128-63 located at 718 CLAIBORNE AVENUE:** After hearing testimony from owner(s) Chelsea & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320: Parcel #64-7 located at 209 WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645 Parcel #164-17-8 located at 1135 HANDY AVENUE:** After hearing testimony from owner(s) Melvina Veane, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from owner(s) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

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18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) **Daphne J. Nash & Eddie L. Shannon**, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

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Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

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Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:**

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

**SECTION 18 - GENERAL PROVISIONS:**

- (a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- (b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
- (c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**SECTION 19 – ACCEPTANCE:**

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

**THE CITY OF JACKSON**

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

7/20/2022

DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	5  CITYWIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 2,400.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development

Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-824.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-824- 2513 CAPITOL STREET- \$2,400.00 sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Sondra Moncre, Deputy City Attorney

1/27/2022

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1085 103 NEEDLE COVE - \$1,800.00 - WARD 2**

CITY OF JACKSON  
7/12/22  
S. J. HILLMAN

**WHEREAS**, on July 5, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 14, 2022 for Case CE-21-1085 located in Ward 2 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 103 Needle Cove; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC submitted the lowest bid of \$1,800.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, through its representative, Donald Jones, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, fallen tree parts, wooden boards, crates, appliances, old furniture, building materials, old bricks and clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 103 Needle Cove in an amount not to exceed \$1,800.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC, with its principal office located at 3172 Bilgray Drive, Jackson Mississippi 39212, that contains the following substantive provisions:

Consent Agenda Agenda Item No. 31 Agenda Date 8.2.2022 (Hilliman, Lumumba)
---

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$1,800.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits

for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**JONES LANDSCAPE & CONTRACTOR SVCS, LLC**  
Donald Jones  
3172 Bilgray Drive  
Jackson, Mississippi 39212

#### SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

#### B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

#### SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:

This 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 pursued by the Vendor against the City.

#### SECTION 12 – INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence,



willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

**SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;
- 3.Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
- 4.Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A.The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B.The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C.The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D.The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E.The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A.The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B.The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a)This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC to cut vegetation and remedy conditions on the property located at 103 Needle Cove deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,800.00 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the

City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

**SECTION 14 – 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 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;



3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_\_\_ legally described as \_\_\_\_\_ for **Case #**\_\_\_ :

*Add scope of work here and delete this line*

**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 JUNE 14, 2022 FOR THE FOLLOWING CASES:**

19-498	21-1064	21-1085	21-1101	21-1165	21-1333
21-148	21-1559	21-1577	21-320	21-645	21-778
21-812	21-824	21-848	21-843	21-1143	21-927
22-249	22-296	22-677	22-99	22-681	21-682

**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 June 14, 2022; 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 #19-498: Parcel #58-60 located at 309 MCTYERE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

2) Case #21-1064 Parcel #824-5 located at 4420 ROBINSON ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

3) **Case #21-1085: Parcel #721-188** located at **103 NEEDLE COVE** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

4) **Case #21-1101: Parcel #621-131** located at **3100 WHITTEN ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 6

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

5) **Case #21-1165: Parcel #825-46** located at **5825 TURNER STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

6) **Case #21-1333: Parcel #309-199** located at **306 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

7) **Case #21-148 Parcel #118-21** located at **4210 WEST CAPITOL STREET**: After hearing testimony from owner(s) Zeric M. Buckner, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 30, 2022 to cure. If there is a default and the City proceeds in clearing, hearing officer recommends an assessment of actual costs and a penalty \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

8) **Case #21-1559:** Parcel #124-72 located at 113 **FREDRICA AVENUE UNIT AB:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

9) **Case #21-1577:** Parcel #128-63 located at 718 **CLAIBORNE AVENUE:** After hearing testimony from owner(s) Chelsen & Treyvon Singleton, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) **Case #21-320:** Parcel #64-7 located at 209 **WHITFIELD STREET:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

11) **Case #21-645** Parcel #164-17-8 located at 1135 **HANDY AVENUE:** After hearing testimony from owner(s) Melvina Veane, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until August 23, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual cost 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) **Case #21-778: Parcel #305-109** located at **459 ROLAND STREET**: After hearing testimony from (owners) Willie Wilson, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until July 14, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

13) **Case #21-812: Parcel #698-284** located at **3288 WASHINGTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside. Remove inoperable vehicle

14) **Case #21-824: Parcel #124-84** located at **2513 WEST CAPITOL STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

15) **Case #21-843: Parcel #116-5** located at **235 PARKSIDE PLACE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 5

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

16) **Case #21-848: Parcel #119-84** located at **237 SEWANEE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #21-1143: Parcel #158-102** located at **1067 ALTA VISTA BLVD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #21-927: Parcel #825-110** located at **1736 REDDIX STREET**: After hearing testimony from owner(s) Daphne J. Nash & Eddie L. Shannon, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded until June 30, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

19) **Case #22-249: Parcel #578-76** located at **2135 SOUTHWOOD ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 1

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

20) **Case #22-296: Parcel #4858-576-566** located at **1545 CEDAR PINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

21) **Case #22-677: Parcel #409-854-22** located at **2720 NEWPORT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

22) Case #22-99: Parcel #411-184 located at 2852 NEWPORT STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

23) Case #22-681: Parcel #721-140 located at 222 LAKE OF PINES DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

24) Case #21-682: Parcel #116-183 located at 238 GEORGIA AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 3

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.

Nays – None.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on July 5, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/20/2022  
DATE

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	<p>2</p> <p>CITYWIDE</p>																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$ 1,800.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item



The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-1085.

Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1085- 103 NEEDLE COVE- \$1,800.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Monture, Deputy City Attorney 

7/27/2022

\_\_\_\_\_  
DATE



OFFICE OF THE CITY ATTORNEY  
8/2/22  
KCM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-905 1164 MCDOWELL COURT – \$2,499.00 – WARD 6**

**WHEREAS**, on June 7, 2022, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on March 22, 2022, for Case CE-21-905 located in Ward 6 of the City of Jackson; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department maintains a list of licensed, bonded, and insured contractors that received and responded to the request for bids for the project located at 1164 McDowell Court; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC submitted the lowest bid of \$2,499.00; and

**WHEREAS**, a municipal contract for the professional services of a contractor is not subject to advertising and bidding requirements set forth in Section 31-7-13 of the Mississippi Code of 1972; and

**WHEREAS**, UNITY CLEANUP AND REMOVAL, LLC, through its representative, Calvin Edward Hill, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1164 McDowell Court an amount not to exceed \$2,499.00; and

**WHEREAS**, the Community Improvement Division of the Planning and Development Department proposes to enter into a professional service agreement with UNITY CLEANUP AND REMOVAL, LLC, with its principal office located at 536 Eastview Street, Jackson, Mississippi 39209, that contains the following substantive provisions:

**SECTION 1 - SCOPE OF VENDOR'S SERVICES:**

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$2,499.00

**SECTION 2 - COMPENSATION:**

Consent Agenda Agenda Item No. 32 Agenda Date 8.2.2022 (Hilliman, Lumumba)
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The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

**SECTION 3 - PERIOD FOR PERFORMANCE:**

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

**SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

**SECTION 5 - INSURANCE:**

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.
- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.



**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**UNITY CLEANUP & REMOVAL, LLC**  
Calvin Hill  
536 Eastview St., Suite 4  
Jackson, Mississippi 39209

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of

the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

**SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

A.The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.

B.The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.

C.If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.

D.The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E.If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:

- 1.Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;

- 2.Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for

performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.

B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.

D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.

E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 – PAYMENT:

A.The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.

B.The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a)This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with UNITY CLEANUP AND REMOVAL, LLC to cut vegetation and remedy conditions on the property located at 1164 McDowell Court deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$2,499.00 shall be paid to UNITY CLEANUP AND REMOVAL, LLC upon the completion of the services provided from funds budgeted for the Division.



## PROPOSED CONTRACT

### CONTRACT FOR WORK OTHER THAN DEMOLITION REMEDYING CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE

THIS AGREEMENT concerns the performance of work designed to remedy conditions on private property which constitute a menace to public health, safety, and welfare and is made by the City of Jackson, Mississippi, (hereinafter the "City"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ and mailing address of \_\_\_\_\_ (hereinafter the "Vendor").

WHEREAS, the City of Jackson is authorized by Section 21-19-11 of the Mississippi Code of 1972 to use municipal resources to address conditions on private property which present a menace to public health, safety, and welfare after notice and hearing; and

WHEREAS, the City Council of the Jackson, Mississippi adopted a resolution on the \_\_\_\_ day of \_\_\_\_\_, adjudicating the property described in the Scope of Work (**Exhibit A**) a menace to public health, safety, and welfare; and

WHEREAS, the aforementioned resolution authorized the use of municipal resources or contract labor to address the conditions on the subject parcel(s), which threaten public health, safety, and welfare; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson estimated and pre-determined the cost of performing the work or solicited quotes for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the Vendor is willing to perform the work for the City's pre-determined cost or based on the quote submitted.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants exchanged herein and set forth, the City and Vendor agree to the following:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum of \_\_\_\_\_.

SECTION 2 - COMPENSATION TO BE PAID VENDOR:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (**Exhibit B**), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- (a) Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person, \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- (b) Vendor agrees to maintain, if required under the Mississippi Workman's Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- (c) Vendor agrees to maintain automobile liability insurance coverage with minimum limits for injury to person or property or \$25,000.00 per person and \$50,000.00 per occurrence.

- (d) Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of the Agreement.

**SECTION 6 - DEBRIS AND MATERIAL REMOVAL:**

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

**SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:**

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

**SECTION 8 - SUCCESSORS AND ASSIGNS:**

The terms of this agreement shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

**SECTION 9 – NOTICES:**

All notices, requests, demands, or other communications required by this 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 A. Lumumba, Mayor  
200 S. President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**CONTRACTOR NAME**  
**Representative**  
**Address**  
**City, State Zip**

**SECTION 10 - DEFAULT AND TERMINATION:**

**A. Defaults and Termination for Cause.** If the Vendor (i) shall violate any substantial provision of this Agreement, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the



City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the agreement for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City.

**B. Termination for Convenience.**

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the agreement is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

**SECTION 11 - GOVERNING LAW AND LEGAL REMEDIES:**

This 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 pursued by the Vendor against the City.

**SECTION 12 – INDEMNIFICATION:**

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, reasonable attorney fees and other professional fees and costs arising out of or in connection with or caused by, in any way, by the negligence, willful misconduct or breach of this agreement by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

**SECTION 13 – PARTIES' RELATIONSHIP:**

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this agreement between the City and Vendor.

SECTION 14 – 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 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Agreement. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
  - 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this agreement, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
  - 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Agreement, the City may take one or more of the following actions to protect its interest:
  - 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to comply with the terms of this Agreement concerning the time for performance;
  - 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Agreement concerning time for performance;

3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:**

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. 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 where employees and applicants for employment may visit notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Vendor's commitment under this section, and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.
- 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 17 – PAYMENT:

- A. The City shall pay the Vendor within 45 days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold, from the final payment, sums for liquidated damages.

SECTION 18 - GENERAL PROVISIONS:

(a) This contract shall consist of this agreement and related attachments. The agreement and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within the agreement and related attachments shall not be binding upon or inure to the benefit of any of the parties.

(b) The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

(c) The provisions of this contract shall be construed severally to the extent practical. Therefore, if any provision of this contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire agreement unless the agreement cannot be practically construed in the absence of the invalid provision.

SECTION 19 – ACCEPTANCE:

**IN WITNESS WHEREOF**, the City and Vendor, acting herein by its duly authorized representative set their hand:

\_\_\_\_\_  
VENDOR'S NAME

Title \_\_\_\_\_

Date Executed: \_\_\_\_\_

THE CITY OF JACKSON

By: \_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

Attested by: \_\_\_\_\_  
City Clerk

Date attested: \_\_\_\_\_

**Exhibit A**

**SCOPE OF WORK**

The Vendor shall perform the following work on the premises identified as **Parcel #** \_\_\_ bearing the **physical address** of \_\_\_ legally described as \_\_\_\_\_ for **Case #** \_\_\_ :

*Add scope of work here and delete this line*

**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 MARCH 22, 2022 FOR THE FOLLOWING CASES:**

21-97      21-284      21-495      21-639      21-647      21-662  
21-684      21-744      21-905      21-1048      21-1298      21-1708  
21-1868      21-1903      21-2019

**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 uncleanness as to be a menace to the public health, safety and welfare of the community; and

**WHEREAS**, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

**WHEREAS**, hearings were held on March 22, 2022; 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 #21-97: Parcel #195-46-1 located at 730 SOUTH COMMERCE STREET: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, junk vehicle and clean curbside.

2) Case #21-284 Parcel #128-228 located at 816 CLAIBORNE AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance, and interested parties shall be afforded time to cure. If there is default and the City proceeds with cleaning, hearing officer recommends and 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 insure property is clear and free of any and all health hazards, and cut grass and weeds.

3) Case #21-495: Parcel #97-91 located at 2115 BAILEY AVENUE After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

4) Case #21-639: Parcel #422-303 located at 3317 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

5) Case #21-647: Parcel #848-191 located at 119 STRATFORD DRIVE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000. Ward 4

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

6) Case #21-662: Parcel #220-18 located at 2672 WEST HIGHWAY 80: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1500.00. Ward 5

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

7) Case #21-684: Parcel #98-96 located at 1826 BAILEY AVEUNE: After hearing testimony from owner(s) MAMIE W PAYNE, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

8) Case #21-744: Parcel #619-112 located at 3045 WOODBINE STREET: After hearing testimony from owner(s) JULIUS WILLIAMS, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

9) Case #21-905: Parcel #633-44 located at 1164 MCDOWELL COURT: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

10) Case #21-1048: Parcel #209-2 located at 2761 TERRY ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Demolish and remove remains of 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, and cut grass and weeds.

11) Case #21-1298: Parcel #426-69 located at 438 EMINENCE ROW: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

12) Case #21-1708: Parcel #425-559 located at 3534 DOUGLAS AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3



Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

13) Case #21-1868: Parcel #425-568 located at 3527 BAILEY AVENUE: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash debris, tree limbs and parts, tires; and clean curbside.

14) Case #21-1903: Parcel #628-203 located at 1657 MCDOWELL ROAD: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

15) Case #21-2019: Parcel #97-108 located at 2117 BAILEY AVENUE: After hearing testimony from owner(s) WELLYN HATHORN, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring April 22, 2022. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards, and cut grass and weeds.

**IT IS HEREBY ORDERED** that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

**IT IS HEREBY ORDERED** that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

**IT IS HEREBY ORDERED** that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

**IT IS HEREBY ORDERED** that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

**Council Member Stokes** moved adoption; **Vice President Lee** seconded.

Yeas – Banks, Foote, Hartley, Lee, Lindsay, and Stokes

Nays – None.

Absent – Grizzell.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 7, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**7/20/2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	This item provides for the cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	<b>Who will be affected</b>	All City of Jackson residents			
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area)  ■ Project limits if applicable	6	CITYWIDE		
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$ 2,499.00			
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDING			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___ no ___	N/A ___
		AABE _____ %	WAIVER	yes ___ no ___	N/A ___
		WBE _____ %	WAIVER	yes ___ no ___	N/A ___
		HBE _____ %	WAIVER	yes ___ no ___	N/A ___
		NABE _____ %	WAIVER	yes ___ no ___	N/A ___

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman  
Director of Planning and Development  
Community Improvement Division

DATE: July 20, 2022

Re: Agenda Item

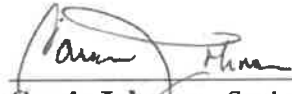

The attached agenda item is an Order requesting that the Mayor execute a contract with **UNITY CLEAN UP AND REMOVAL, LLC.**, for the board up and secure of structure (s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case# CE-21-905.

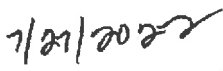
Thank you for your consideration.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND UNITY CLEANUP AND REMOVAL LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-905- 1164 MCDOWELL COURT- \$2499.00 sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Sondra Muncure, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/21/2022



OFFICE OF THE CITY ATTORNEY  
7/13/2022

**ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTIONS 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A *GROUP R* OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE IN EACH UNIT OF BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCES, ARREST VIOLATIONS AND PENALTIES.**

**WHEREAS**, on August 4, 2020, the Jackson City Council adopted the 2018 International Fire Code and appendices; and

**WHEREAS**, on August 4, 2020, the Jackson City Council adopted ordinances in addition to the 2018 International Fire Code and appendices, which were recorded in Minute Book 6R at pages 363-366; and

**WHEREAS**, the adopted additional ordinances were codified at Section 58-37 of the City of Jackson Code of Ordinances; and

**WHEREAS**, the fire marshal recommends that additional provisions related to the installation of automatic sprinkler systems in new, renovated, or modified *Group R* occupancy buildings, the enforcement of fire prevention codes and ordinances; arrests for violations; modification of requirements; appeals; penalties, and stove top fire suppression systems be adopted; and

**WHEREAS**, the installation of automatic sprinkler systems in new, renovated or modified *Group R* occupancy buildings will provide an initial line of defense against loss of life and serves the best interest of citizens who dwell in the referenced buildings; and

**WHEREAS**, the best interest of the owners of the units will also be served by installation of the automatic sprinkler systems which provide an initial line of defense against substantial loss of property when fires occur; and

**WHEREAS**, the fire marshal also recommends that additional provisions related to the installation of approved, automatic, and laboratory tested fire extinguishing devices be placed above a stove top in certain dwelling units or complexes with *no* automatic fire suppression sprinkler system; and

**WHEREAS**, requiring approved, automatic, and laboratory tested fire extinguishing devices above the stove top in multi-family complexes with two (2) or more units will preserve life and property because cooking has been identified by the National Fire Incident Reporting System as being *one* of the top five causes of fires in apartments.

Introduction of Ordinance  
Agenda Item No. 33  
Agenda Date 8.2.2022  
(Owens, Lumumba)

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON MISSISSIPPI** that Section 58-37 of the Code of Ordinances of the City of Jackson be amended in accordance with the fire marshal's recommendations to add the following provision:

**Sec. 58-37. – Amendments.**

**Section 903.2.8 Group R.** In accordance with Section 903.3 of the International Fire Code (IFC) regulations, an automatic sprinkler system shall be installed throughout all new, renovated, or modified buildings containing a Group R occupancy where one of the following conditions exists:

1. The fire area exceeds 5000 square feet (464m<sup>2</sup>) excluding single family dwellings;
2. Occupancies containing two or more dwelling units.

**IT IS FURTHER ORDERED** that Section 58-41 of the Code of Ordinances of the City of Jackson be amended in accordance with the fire marshal's recommendations to add the following provision:

**Sec. 58-41. – Stove Top Fire Suppression Systems.**

Owners and managers of buildings containing two or more dwelling units with no automatic fire suppression sprinkler system that contain independent cooking and bathroom facilities shall install and maintain an approved, automatic, and laboratory tested fire extinguishing device designed to suppress fires over each stove located in each dwelling unit on or beyond July 1, 2023. The devices shall be activated without human intervention and shall require no maintenance, inspection, or recertification within the life span of the device. All devices must be replaced as recommended by the manufacturers prior to the expiration date listed on the device.

**IT IS FURTHER ORDERED** that Section 58-5 of the Code of Ordinances of the City of Jackson be further amended in accordance with the fire marshal's recommendations to add the following provision:

**Sec. 58-5. – Enforcement of fire prevention codes and ordinances; arrests for violations; modification of requirements; appeals; penalties.**

(e) Any person, firm, or corporation who shall violate any of the provisions of such officially adopted code or fail to comply therewith, or who shall build in violation of any detailed statement of specifications or plans submitted and approved under such code, or any certificate or permit issued under such code, or who shall violate or fail to comply with any order made under such code, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the board of fire code appeals and adjustments, the city council, or court of competent jurisdiction, within the time fixed therein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor and, upon conviction, shall be punished by the imposition of a fine of not less than \$500.00 or more than \$1,000.00 or by imprisonment for a period of time not less than thirty (30) or more than ninety (90) days, or by both such fine and imprisonment. The imposition



of one penalty for a violation shall not excuse the violation or permit it to continue, and the person responsible therefor shall be required to correct or remedy such violations or defects within a reasonable time and, when not otherwise specified, each five days that prohibited conditions are maintained shall constitute a separate punishable offense. The application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

May 24, 2022

DATE

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTIONS 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A <i>GROUP R</i> OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE TOP IN EACH UNIT OF BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCES, ARREST VIOLATIONS AND PENALTIES.				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life				
3.	<b>Who will be affected</b>	City of Jackson				
4.	<b>Benefits</b>	To provide safety to the citizens of Jackson				
5.	<b>Schedule (beginning date)</b>	As soon as possible				
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	ALL WARDS  CITY WIDE				
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Fire Department				
8.	<b>COST</b>					
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>					
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____

**MEMORANDUM**

**TO:** Chokwe A Lumumba, Mayor  
**FROM:** Willie Owens, Fire Chief  
**DATE:** May 25, 2022  
**RE:** Request to Add Section 58-41 and Amend Sections 58-37 and 58-5 of the City of Jackson Code of Ordinances

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The Jackson Fire Department is requesting your authorization to add Ordinance Section 58-5 and amend the Ordinance Sections 58-5 (e) and 58-37 of the City of Jackson code of ordinance to add additional provisions related to the installation of automatic sprinkler systems in certain new, renovated, or modified buildings containing a Group R occupancy and to add a provision related to the installation of an approved, automatic, and laboratory tested fire extinguishing device over each stove in each unit of the buildings containing two or more units with no automatic fire suppression sprinkler system.

Office of the Fire Marshal recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-1406.

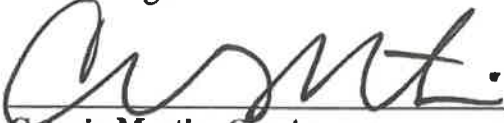
**WO/kb**

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDINANCE ADDING SECTION 58-41 AND AMENDING SECTION 58-37 AND 58-5 OF THE CITY OF JACKSON CODE OF ORDINANCES TO ADD ADDITIONAL PROVISIONS RELATED TO THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS IN NEW, RENOVATED, OR MODIFIED BUILDINGS CONTAINING A GROUP R OCCUPANCY, AND TO ADD A PROVISION RELATED TO THE INSTALLATION OF AN APPROVED, AUTOMATIC, AND LABORATORY TESTED FIRE EXTINGUISHING DEVICE OVER EACH STOVE IN EACH UNIT OF BUILDINGS CONTAINING TWO OR MORE UNITS WITH NO AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEM, AND THE ENFORCEMENT OF FIRE PREVENTION CODES, ORDINANCE, ARREST VIOLATION AND PENALTIES legally sufficient for placement in NOVUS Agenda.



Victoria Martin, City Attorney

Victoria James, Deputy City Attorney *VJ*

*7/13/20*  
DATE

OFFICE OF THE CITY ATTORNEY  
JUL 13 2020

**ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT**

**WHEREAS**, the City of Jackson, Mississippi (the “City”), is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

**WHEREAS**, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas to be included within the district; and

**WHEREAS**, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

**WHEREAS**, Miss. Code Ann. § 67-1-101 requires that an Ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

**WHEREAS**, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

**WHEREAS**, the governing authority of the City has determined and hereby finds that the City of Jackson would benefit from the establishment of a Leisure and Recreation District within the Belhaven Town Center by enhancing pedestrian-oriented areas; and

**WHEREAS**, the governing authority of the City has further determined that the establishment of a Leisure and Recreation District at Belhaven Town Center would be in the best interests of the City; and

**WHEREAS**, the governing authority of the City has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor therefore has agreed to direct that the Jackson Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the City’s Leisure and Recreation District established pursuant to this Ordinance; and

**WHEREAS**, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

**WHEREAS**, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City hereby establishes a Leisure and Recreation District at Belhaven Town Center as more fully set forth herein;

Introduction of Ordinance  
Agenda Item No. 34  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

**WHEREAS**, the City of Jackson adopted an ordinance establishing a Leisure and Recreation District for the Belhaven Town Center on June 9, 2020 recorded in Minute Book 6R pages 178-181; and

**WHEREAS**, the City of Jackson established as part of that ordinance the geographic area included in the boundary of the district; and

**WHEREAS**, the City of Jackson recognizes the need to extend the boundaries to a greater geographic area due to economic growth of the town center; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1. ADOPTION OF FINDINGS:** The matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the governing authority of the City.

**SECTION 2. TITLE:** This ordinance shall be known as **ORDINANCE ESTABLISHING BELHAVEN TOWN CENTER LEISURE AND RECREATION DISTRICT.**

**SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICT:** Under the authority granted in Miss. Code Ann. § 67-1-101, the City does hereby establish a Leisure and Recreation District in Belhaven Town Center, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced map which is incorporated herein and attached hereto as Exhibit 1. The Leisure and Recreation District established herein shall be known as the "Belhaven Town Center Leisure and Recreation District" (the "District") and shall have the boundaries incorporated herein and attached hereto as Exhibit 2.

**SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS:** Any on-premises retail alcoholic beverage permittee (a "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage, beer or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises

during the District's hours of consumption, which are during the permittees' hours of operation.

5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.
7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

**SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED; CONDITIONS:** Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations and Alcoholic Beverages and Wine.

**SECTION 6. DEFINITION OF ALCOHOLIC BEVERAGES:** For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, including native wines. Within the boundaries of the District, a permittee may allow beer and light wine to be removed from the licensed premises as permitted in Section 4 of this Ordinance.

**SECTION 7. RESERVATION OF RIGHTS:** The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, upon at least thirty days written notice to all permittees located within the District.

**SECTION 8. PUBLIC SAFETY MEASURES:** The City, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services with the District as required by State Law. In addition, the Police and Fire Department shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this Ordinance shall amend or change any other ordinance pertaining to amplified music, noise, litter or loitering.

**SECTION 9. CONFLICTING ORDINANCES:** All ordinances or parts thereof in conflict with this Ordinance, to include without limitation, Chapter 10 of the Code of Ordinances of the City of Jackson, are hereby declared to be inapplicable within the geographic boundaries of the District.

**SECTION 10. EFFECTIVE DATE:** This ordinance shall be effective upon approval as required by law, execution and publication.

**SECTION 11. REPEAL OF PRIOR ORDINANCE:** The ordinance previously approved on June 9, 2020 and recorded in Minute Book 6R pages 178-171 is repealed upon the effective date of this ordinance.



**Exhibit 1**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**July 22, 2022**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 5, 7
3.	<b>Who will be affected</b>	Belhaven Town Center
4.	<b>Benefits</b>	Enhances experience of patrons, and creates ability to expand service area to accommodate more outdoor area/common space.
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Ward 7
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development
8.	<b>COST</b>	None to City
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input checked="" type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director of Planning and Development

**Date:** July 19, 2022

**Subject:** Agenda Item for City Council Meeting

This is an agenda item expanding the Leisure and Recreation District (“Go Cup District”) at the Belhaven Town Center. The original district was established by ordinance on June 9, 2020 and is recorded in minute book 6R on pages 178-181. The original district was a single block between Manship, Carlisle, North Jefferson and North streets known at the Belhaven Town Center.

Since that time the Belhaven Town Center has become home to additional business including the Fertile Ground Brewery. The Manship has also requested to be included within the district connected to the Belhaven Town Center.

This ordinance is expanding the original district from one block to encompass three blocks – The original district plus the Fertile Ground Brewery block and the block occupied by the Manship.

**NEW DISTRICT BOUNDARIES**



On-premise retail alcohol beverage permittees are permitted to participate in Go Cup District sales and must follow the following rules:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.

3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District's hours of consumption, which are during the permittees' hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.
7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.
8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101 permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district. Furthermore, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district.

If you have any questions please contact Jordan Hillman at [jhillman@jacksonms.gov](mailto:jhillman@jacksonms.gov) or 601-960-2004.


Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Victoria James, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
  
7/26/2022



OFFICE OF THE CITY ATTORNEY  
7/11/2022

**ORDINANCE REPEALING CHAPTER 82 MANUFACTURED HOMES AND TRAILERS OF THE JACKSON CODE OF ORDINANCES IN ITS ENTIRETY**

WHEREAS, the City of Jackson recently revised its Zoning Ordinance to update language regarding manufactured and modular buildings; and

WHEREAS, the Zoning Ordinance now sufficiently regulates manufactured and modular structures;

WHEREAS, Chapter 82 of the Code of Ordinances is now in conflict with the Zoning Ordinance and contains out of date language;

WHEREAS, the Department of Planning recommends the Chapter 82 be repealed in its entirety as follows:

~~Secs. 82-1 — 82-40. Reserved.~~

~~ARTICLE II. USE, OCCUPANCY, LOCATION AND PLACEMENT  
DIVISION I. GENERALLY~~

~~Sec. 82-41. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Accessory use: A structure on the same lot with, but incidental and subordinate to, the principal use or structure.~~

~~Existing mobile/manufactured dwelling means a mobile/manufactured dwelling that was used as permanent residence on a parcel of land prior to the effective date of this chapter. All such, unless in compliance with the provisions of this article, shall be considered as a non-conforming use.~~

~~Manufactured home/manufactured dwelling: A dwelling unit, designed and built in a factory, which bears a seal certifying that it was built in compliance with the National Manufactured Housing Construction and Safety Standards Act and is a movable residential dwelling designed for year round occupancy with no foundation other than wheels, jacks, or skirtings, and capable of being moved, towed, or transported by another vehicle (i.e. built on a chassis). Removal of its wheels and placement upon permanent foundation shall not warrant re-classification to a conventional single family dwelling.~~

~~Manufactured home park means an area in which spaces are provided on a rental basis or lease basis only for owner-occupied manufactured homes, or in which both the space and the manufactured home are offered to the public on a rental or lease basis only.~~

~~Manufactured home subdivision means a tract of land in which spaces or lots for manufactured homes are offered for sale and in which the purchaser receives fee simple title to the space or lot.~~

~~Mobile/manufactured commercial building: A single commercial unit, designed and built in a factory and is a movable commercial unit designed for year round occupancy with no foundation other than wheels, jacks, or skirtings, and capable of being moved, towed, or transported by another vehicle. Removal of its wheels and placement upon a permanent foundation shall not warrant re-classification to a conventional commercial building.~~

~~Modular commercial building: A combination of two or more buildings manufactured in whole or in part in an off-site manufacturing facility designed to be transported to a building site on their own wheels, attached to a chassis, or by a trailer, or other similar carrier. Modular commercial buildings may or may not be constructed with an integral chassis, permanent hitch, wheels, axles, or other device allowing transportation. Modular commercial buildings must meet current building codes.~~

Adoption of Ordinance  
Agenda Item No. 0035  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)



~~*Modular-home-dwelling:* A residential dwelling manufactured in whole or in part in an off-site manufacturing facility designed to be transported to a building site by a trailer or other similar carrier which is not designed to be permanently attached to the dwelling or remain with it after the structure is placed on its permanent foundation. Modular homes are not constructed with an integral chassis, permanent hitch, wheels, axles, or other device allowing transportation. Modular homes must meet the Official Building Code of the City of Jackson and be approved by the building official.~~

~~*Non-conforming structure:* For the purposes of this chapter, any non-conforming structure which was lawful before the adoption of this chapter may continue to be used as long as it is adequately maintained and does not constitute a public hazard or nuisance, and provided that it is not expanded, extended, enlarged in floor area, or changed in basic structural design and integrity. Ownership and occupancy is nontransferable.~~

~~*Retail stand or concession trailer:* An accessory use which may be a structure or concession trailer, with or without wheels which offers merchandise, food, snacks, beverages, or food preparation out of the structure or trailer no greater than 300 square feet.~~

~~*Temporary:* A time limit not to exceed one (1) year under the terms of this chapter.~~

~~*Trailer:* See manufactured home.~~

~~*Transient trailer park* means a commercial operation where space and service accommodations for transient manufactured homes, trailers or portable buildings are provided for a fee or charge on an overnight and/or daily basis.~~

#### ~~Sec. 82-42. Exceptions.~~

~~Existing mobile/manufactured dwellings will be grandfathered in and considered a legal non-conforming structure.~~

~~Mobile/manufactured dwellings located in R-6 Mobile Home Subdivision Residential Districts or R-7 Mobile Home Park Residential Districts, as defined by the City of Jackson Zoning Ordinance.~~

~~Modular commercial buildings, as defined herein.~~

~~As temporary sales office for the sale of mobile/manufactured dwellings or commercial buildings on land, which is zoned for, said purpose, as defined by the City of Jackson Zoning Ordinance.~~

~~Temporary use, as needed for the day-to-day operation of federal, state, county, or city government, including public school systems, such uses could include, police precincts and substations, and public health services.~~

~~Temporary classroom space in conjunction with a church or private or parochial school.~~

~~Temporary construction offices on construction sites.~~

~~Temporary use, as an accessory use, which offers merchandise, food, snacks, beverages, or food preparation.~~

#### ~~Sec. 82-43. Administration of article.~~

~~The provisions of this article shall be administered by the city zoning administrator, with review and approval by the city council.~~

#### ~~Sec. 82-44. Penalty for violation of article.~~

~~Any person who violates, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this article, shall, on conviction, be fined not more than \$300.00 for each offense, or imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense. In addition to such penalty, the city may obtain an injunction for the purpose of enforcing the terms of this article.~~

~~Sec. 82-45. Location of mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers, except for those provided exceptions in article II.~~



~~It shall be unlawful to place mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers on any property in the city except for those provided exceptions in article II and for temporary use in the following instances with a permit:~~

~~(1) For temporary housing associated with redevelopment projects as determined by the city council, such as in times of natural disaster.~~

~~(2) For temporary use by hospitals.~~

~~(3) For temporary housing associated with the provision of security in conjunction with commercial, industrial, and institutional uses.~~

~~(4) For temporary sales office in conjunction with a new or used automobile or truck dealership.~~

~~Sec. 82-46. Placement on city streets:~~

~~Manufactured homes or trailers shall not be allowed on any city street or right-of-way for a period of more than 48 hours.~~

~~Secs. 82-47—82-105. Reserved.~~

~~DIVISION 2. PERMITS~~

~~Sec. 82-106. Permit requirements:~~

~~(a) Applications. Permits shall be required for all mobile/manufactured dwellings, mobile/manufactured commercial buildings, retail stands, and concession trailers as provided for in article V. Permit applications shall be obtained from the department of planning and development, and a recommendation based on staff findings shall be forwarded to the city council for action.~~

~~(b) Signs on proposed lots. A sign shall be erected on any lot, which is the subject of an application filed pursuant to this section. This sign shall be erected facing the street and visible and readable from the street for a period of at least 15 days prior to the city council considering the application.~~

~~(c) [Notification.] Applicants shall notify, by certified mail, all property owners within 160 feet of the subject property and all neighborhood organizations within 1,000 feet, exclusive of streets and rights-of-way, informing them of the date, time, and place when the application will be considered by the city council. The notice shall be mailed at least 15 days prior to the city council considering the application.~~

~~(d) Validity. Permits issued under this section shall be valid for a period of one year from the date of issuance to the specific name and approved location only.~~

~~(e) Renewal. The city council may, at its discretion, after having determined where there is a need and in the best interest of the city and where such renewal will not have an adverse effect on surrounding land uses, renew such permit for an additional one year.~~

~~Application procedure. All applications submitted under this section shall be accompanied by a detailed site plan drawn at a scale to allow adequate review. Site plans shall include the following:~~

~~—Property boundary lines and dimensions, available utilities, and location of easements, underground petroleum storage tanks and aboveground dispensing facilities, where applicable, roadways, rail lines, and public rights-of-way crossing adjacent to the subject property;~~

~~—The location of any existing buildings or structures on the site;~~

~~—Mobile/manufactured dwellings or mobile/manufactured commercial buildings placed under this section must have proper utilities and sewage connections before the unit is occupied. Upon failure to actually make such connections within 24 hours of the placement, the building inspector is authorized to cancel the permit and institute proceedings for the removal of such unit.~~

~~Sec. 82-107. Fees.~~

~~All applications under this division shall be accompanied by certified check or money order in the amount of \$210.00. Fee charged are applicable to manufactured homes, trailer, or portable buildings for domestic, commercial or industrial projects except in connection with construction projects which have a~~

~~valid building permit from the city, a six month renewal fee for manufactured homes, trailers, or portable buildings shall be \$110.00.~~

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:**

**SECTION 1.** That Chapter 82 – Manufactured Homes and Trailers is repealed in its entirety and shall read as follows:

Chapter 82 – Reserved

Secs. 82-1-107. - Reserved

**SECTION 2.** This ordinance shall be effective thirty days after enactment and following publication.

Department of Planning and Development



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Rae Hillman, AICP  
Director, Department of Planning and Development

**Date:** June 27, 2022

**Subject:** Agenda Item for City Council Meeting – Repeal of Chapter 82

Attached you will find an item for the agenda repealing Chapter 82- Manufactured Homes and Trailers. This repeal is necessary to removed outdated and conflicting language from the Code of Ordinances.

The Council recently approved new language within the Zoning Ordinance regulating manufactured and modular structures. Prior to this adoption, the Zoning Ordinance and Code of Ordinances were actually in conflict with each. This was difficult to enforce and interpret. The new language adopted by Council in the Zoning Ordinance now sufficiently regulates manufactured and modular structures. Repealing Chapter 82 will remove the conflicts and create a one stop location in the Zoning Ordinance for this regulatory activity.

The changes made in the Zoning Code previously were made to provide additional options for placement of manufactured structures within the city and were designed to create additional options for affordable housing. There have been extensive improvements in the quality and design of manufactured and modular structures. Architectural guidelines and site placement guidelines allow for the structures to integrate into a community while providing a significantly lower upfront cost that new construction. The Zoning Code includes sufficient language regulating the location, architectural style, and placement. In most cases manufactures units still required approval of a Use Permit.

If you have any questions, please contact me directly.

HILLMAN, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 27, 2022**

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDINANCE REPEALING CHAPTER 82 MANUFACTURED HOMES AND TRAILERS OF THE JACKSON CODE OF ORDINANCES IN ITS ENTIRETY</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 7
3.	<b>Who will be affected</b>	All
4.	<b>Benefits</b>	Process for approval of manufactured and modular housing has been incorporated into Zoning Code. Code of Ordinances and Zoning Code were in conflict previously.
5.	<b>Schedule (beginning date)</b>	30 Days after adoption.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	All Wards  Yes
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development
8.	<b>COST</b>	Cost of Publication of Ordinance
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/>	General Fund

<input type="checkbox"/> Other						
10.	EBO participation	ABE _____ %	WAIVER	yes ___	no ___	N/A
		AABE _____ %	WAIVER	yes ___	no ___	N/A
		WBE _____ %	WAIVER	yes ___	no ___	N/A
		HBE _____ %	WAIVER	yes ___	no ___	N/A
		NABE _____ %	WAIVER	yes ___	no ___	N/A

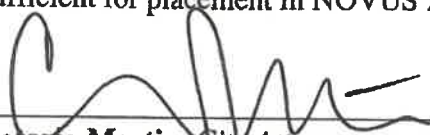

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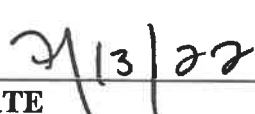
OFFICE OF THE CITY ATTORNEY  
V.J.  
7/13/22

## OFFICE OF THE CITY ATTORNEY

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This ORDINANCE REPEALING CHAPTER 82 MANUFACTURED HOMES AND TRAILERS OF THE JACKSON CODE OF ORDINANCES IN IT'S ENTIRETY legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

**ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ADOPT FEDERAL FLOOD MAPS FOR RANKIN COUNTY**

OFFICE OF THE CITY ATTORNEY  
11/13/2022

**WHEREAS**, Chapter 62 of the Code of Ordinances, City of Jackson, Mississippi, establishes areas of special flood hazard and regulations for the prevention of flood damage; and

**WHEREAS**, the Mississippi Department of Environmental Quality (“MDEQ”), in conjunction with the Federal Emergency Management Agency (“FEMA”), is revising flood insurance rate maps for various watersheds in Mississippi; and

**WHEREAS**, on February 16, 2022, FEMA issued a Letter of Final Determination, which finalized the new flood insurance rate maps for Rankin County, which includes the City of Jackson, and set an effective date of August 16, 2022; and

**WHEREAS**, in order for property owners to receive flood insurance through FEMA, the City must adopt the new flood maps as part of its floodplain ordinance; and

**WHEREAS**, in order to adopt the new flood maps as part of the floodplain ordinance, the ordinance should be revised as follows:

Sec. 62-12. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Hinds County Flood Insurance Study, dated July 20, 2021, with the accompanying flood insurance rate maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292J	28049C0293H	28049C0294J
28049C0301J	28049C0302J	28049C0303J	28049C0304J	28049C0306J
28049C0307H	28049C0308J	28049C0309J	28049C0311J	28049C0312J

Adoption of Ordinance  
Agenda Item No. 36  
Agenda Date 8.2.2022  
(Hilliman, Lumumba)

28049C0313J	28049C0314J	28049C0316J	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455J
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this article.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Rankin County Flood Insurance Study, dated ~~June 9, 2014~~ August 16, 2022, with the accompanying flood insurance rate map(s) (FIRM) panel(s) number(s) 28121C0179FG, 28121C0183-FG, 28121C0187-FG and 28121C0191F and other supporting data are adopted by reference and declared to be a part of this article.

The flood insurance study and maps are on file at the Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Section 62-12 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to read as follows:

**SECTION 62-12. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.**

The areas of special flood hazard identified by the Federal Emergency Management Agency as followed:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the **Hinds County** Flood Insurance Study, dated **July 20, 2021** with the accompanying Flood Insurance Rate Maps (FIRMs) panel numbers:

28049C0145H	28049C0163H	28049C0164H	28049C0166H	28049C0167H
28049C0168H	28049C0169H	28049C0169H	28049C0188H	28049C0189H
28049C0279H	28049C0282H	28049C0283H	28049C0284H	28049C0287H
28049C0289H	28049C0291H	28049C0292J	28049C0293H	28049C0294J
28049C0301J	28049C0302J	28049C0303J	28049C0304J	28049C0306J



28049C0307H	28049C0308J	28049C0309J	28049C0311J	28049C0312J
28049C0313J	28049C0314J	28049C0316J	28049C0317H	28049C0318H
28049C0326H	28049C0328H	28049C0430H	28049C0435H	28049C0455J
28049C0460H				

and other supporting data are adopted by reference and declared to be a part of this ordinance.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Rankin County Flood Insurance Study, dated August 16, 2022, with the accompanying flood insurance rate map(s) (FIRM) panel(s) number(s) 28121C0179G, 28121C0183G, 28121C0187G and 28121C0191F and other supporting data are adopted by reference and declared to be a part of this article.

The Flood Insurance Study and maps are on file at **the Department of Planning and Development and the Department of Public Works, 200 S. President Street, Jackson, MS.**

**SECTION 2.** The preceding revision to Section 62-12 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and shall be effective on and after August 16, 2022.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     April 18, 2022  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Ordinance revising Section 62-12 of the Code of Ordinances to adopted new flood maps for the portion of Rankin County within the City of Jackson
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development
3.	<b>Who will be affected</b>	Property owners within floodplain areas in the City of Jackson
4.	<b>Benefits</b>	Adoption of new flood maps
5.	<b>Schedule (beginning date)</b>	New flood maps for Rankin County go into effect on August 16, 2022
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	The portion of Jackson that is in Rankin County (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Planning and Development
8.	<b>COST</b> <input type="checkbox"/>	N/A
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> ▪ <b>Other</b> <input type="checkbox"/>	N/A
10.	<b>EBO participation</b> <input type="checkbox"/>	ABE _____%    WAIVER    yes ___ no ___    N/A _____ AABE _____%    WAIVER    yes ___ no ___    N/A _____ WBE _____%    WAIVER    yes ___ no ___    N/A _____ HBE _____%    WAIVER    yes ___ no ___    N/A _____ NABE _____%    WAIVER    yes ___ no ___    N/A _____



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Jordan Hillman  
Director

**Date:** April 18, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an ordinance amending Section 62-12 to adopt new FEMA flood maps and flood study for portions of the City of Jackson. The Mississippi Department of Environmental Quality, in conjunction with the Federal Emergency Management Agency, is performing new hydraulic model evaluations on selected streams statewide. MDEQ performed new hydraulic studies on several streams as part of stream evaluations in the Middle Pearl River and Strong River basin. On February 16, 2022, FEMA issued a Letter of Final Determination which finalized the new flood insurance rate maps and new flood insurance study for Rankin County. The new maps and study become effective six months from the date of the letter. In order to remain in compliance with National Flood Insurance Program regulations, the City is required to have the new maps and new study adopted and in force on or before August 16, 2022.

It is the recommendation of this office that this ordinance be adopted so that it will be in effect on August 16, 2022.

- OF THE CITY ATTORNEY  
7/20/22  
J.M.

**ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT.**

**WHEREAS**, an election which ended on October 30, 2018, allowing district property owners to authorize the district boundaries, the district plan and the district management agency for a period of 10 years, and

**WHEREAS**, the results of said election exceeded the sixty-percent affirmative threshold; and

**WHEREAS**, pursuant to Mississippi Code Annotated, as amended 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the Fondren Business Improvement District; and

**WHEREAS**, this procedure has been followed since 1996 for prior improvement districts.

**IT IS HEREBY ORDERED** by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Fondren Business Improvement District within the corporate limits of the City of Jackson a levy of \$.08 on each square foot of buildings and unimproved real estate for the following properties:

<b>Parcel</b>	<b>Name</b>	<b>Total Sq. FT</b>	<b>Tax</b>
2- 1-	Chasseur Realty Invest Jackson LLC	0209274	16,741.92
2- 3-1	HGS INVESTMENTS LLC	0014709	1,176.72
2- 5-2	St. Dominic Memorial Hospital	147,435	11,794.78
2- 5-5	Jackson Heart Realty LLC	17,152	1,372.16
2- 6-2	D C BUILDERS LLC	0036693	2,935.44
2- 8-	UMMC Meridian	424,250	33,940.00
2- 10-1	St. Dominic Memorial Hospital	23,769	1,901.52
2- 13-	3120 Old Canton Rd LLC	15786	1,262.88
2- 13-2	JNP PROPERTIES LLC	0006548	523.84
2- 14-	EASTMAN & SONS INC	0010158	812.64
2- 15-	LITTLE YORK CAPITAL DE LLC	0097040	7,763.20
2- 16-	HOOD FONDREN PROPERTY LLC	0031130	2,490.40
2- 17-	LITTLE YORK CAPITAL DE LLC	0027861	2,228.88
2- 17-1	DINKINS LP	0017212	1,376.96
2- 18-	DINKINS L P	0024016	1,921.28
2- 19-	Pyramid Foods, LLC	0010913	873.04
2- 20-	Pyramid Foods, LLC	0009626	770.08
2- 21-1	SURGICARE OF JACKSON LTD	0094671	7,573.68
2- 22-	LITTLE YORK CAPITAL DE LLC	0028980	2,318.40
2- 25-	Lakeland Seniors LLC	0106860	8,548.80
2- 25-3	HGS INVESTMENTS LLC	0012518	1,001.44
2- 25-4	Lakeland Seniors LLC	0008125	650.00
47- 1-	BANK OF MISS	0022237	1,778.96
47- 1-1	BANK OF MISS	0003049	243.92
47- 2-	BANCORPSOUTH BANK	0011563	925.04

Agenda Item No. 39  
Agenda Date 8.2.2022  
(Malembeka, Lumumba)


47- 3-	WBA INVESTMENTS LLC	54835	4,386.80
47- 3-1	BANCORPSOUTH BANK	0003200	256.00
47- 4-1	MB2 PROPERTIES LLC	0025547	2,043.76
47- 5-	RDM3 LLC	0023296	1,863.68
47- 5-1	Fondren Property Holdings	0019877	1,590.16
47- 5-2	Satcher Investment Group	0011776	942.08
47- 6-	2807 OCR BUILDING LLC	0033934	2,714.72
47- 6-1	2807 OCR Building LLC	0018636	1,490.88
47- 7-	PROVIDENCE PROPERTIES LLC	0015273	1,221.84
47- 11-	Fondren Landing	0021499	1,719.92
47- 12-	Fondren Landing	0030474	2,437.92
47- 13-	2906 NORTH STATE LLC	0072742	5,819.36
47- 15-	2906 NORTH STATE LLC	0010693	855.44
47- 16-	ST LUKES UNITED METH CHURCH TRS	0017956	1,436.48
47- 17-	D & D PROPERTIES LLC	0009362	748.96
47- 18-	FRESH FOODS LLC	0010436	834.88
47- 22-	ALDRIDGE RONALD H & BETH B	0011004	880.32
47- 26-	BROWNS FRAMING & FINE ARTS &	0032030	2,562.40
47- 27-	WOODLAND HILLS SHOPPING CTR LTD	0184983	14,798.64
47- 27-1	FONDREN VILLAGE LLC	0046120	3,689.60
47- 28-	FONDREN PLACE DEVELOPMENT CO LLC	184660	14,772.80
47- 28-1	Trustmark National Bank	55498	4,439.84
47- 32-	FONDREN PLACE DEVELOPMENT CO LLC	0010036	802.88
47- 34-	FONDREN PLACE DEVELOPMENT CO LLC	0017931	1,434.48
51- 7	Leonard McClellan	10,111	808.88
51- 8-	GRILLO LENA A REV TRUST	0010123	809.84
51- 9-	DMG Company LLC	0012048	963.84
51- 10-	DMG Company LLC	0014035	1,122.80
51- 14-	FONDREN HOSPITALITY LLC	103789	8,303.12
51- 15-	DMG Company LLC	0008612	688.96
51- 16-	GOULSTON RICHARD B & ROXANNE M	0011270	901.60
51- 17-	SPECTRE FONDREN LLC	0010023	801.84
51- 18-	DEPOSIT GTY NATL BANK	0056632	4,530.56
51- 20-	TMCC Investments LLC	0075162	6,012.96
51- 27-	AVONDALE RENTAL PROPERTY LLC	0009888	791.04
51- 28	Hari Har P. Cohly	8,956	716.48
51- 29	Paramount Endeavors LLC	9,291	743.28
51- 51-	MARTIN MELISSA	0020977	1,678.16
51- 52-	WONG KANE R	0009395	751.60
51- 53-	MARGARITA PROPERTIES LLC	8,976	718.08
51- 54-	KING GARY R	0009044	723.52
51- 54-1	KING GARY R	0012386	990.88
51- 55-	KING GARY R	0006658	532.64
51- 57-	CHIANTI LLC	0040934	3,274.72
51- 58-	WASHINGTON JAMES	0020255	1,620.40


51- 60-	TMCC INVESTMENTS LLC	0014794	1,183.52
51- 125-	2 DOCS & AD LLC	0014774	1,181.92
51-126	All Women's Healthcare of Jackson	8967	717.36
51- 127	Andrew J. Kochevar	9406	752.48
51- 128	Tommy Dean * Glynn Margaret Dean	7278	572.24
51- 129-	Kinard Michael & Haley	6846	547.68
51- 130-	ELDON DEVELOPMENT LLC	0032547	2,603.76
51- 131-	D & D PROPERTIES LLC	0010603	848.24
51- 132-	ELDON DEVELOPMENT LLC	0007200	576.00
51- 133-	ELDON DEVELOPMENT LLC	0007200	576.00
51- 134-	ELDON DEVELOPMENT LLC	0008739	699.12
51- 135-	ELDON DEVELOPMENT LLC	0009221	737.68
51- 136-	ELDON DEVELOPMENT LLC	0007994	639.52
51- 138-	COOPER HOLDINGS LLC	0013531	1,082.48
51- 139-	COOPER HOLDINGS LLC	0013822	1,105.76
51- 140-	Whitney Place LLC	0009600	768.00
51- 141-	Whitney Place LLC	11289	903.12
51- 142-	DBI LLC	11053	884.24
51- 142-1	IV INVESTMENT PROPERTIES LLC	0010104	808.32
51- 143	Balakiran Vadlani and Koti Susmitha	12300	984.00
51- 143-1	Live Oak Trust	0010413	833.04
51- 143-2	Fresh Start Trust	0010138	811.04
51- 143-3	KETCHUM DANTON B & ALEXA R	0010309	824.72
51- 143-4	Ketchum Company LLC	0010253	820.24
51- 143-5	Fresh Start Trust	0010426	834.08
51- 144-	Whitney Place	10135	810.80
51- 145-	FONDREN Hotel GROUP LLC	0009917	793.36
51- 146	Matthew Goff	8400	787.20
51- 147	James A. French	9394	751.52
51- 148-	HUGHES JIMMY L	0010136	810.88
51- 149-	BANGALAN BRIAN A & EILEEN M	0009641	771.28
51- 151-	WHITNEY PLACE LLC	0174902	13,992.16
51- 151-1	FONDREN Hotel GROUP LLC	80,368	6,429.44
51- 152-	PIX REDEVELOPMENT COMPANY LLC	0024646	1,971.68
51- 153-	PIX REDEVELOPMENT CO LLC	0020289	1,623.12
51- 154-	CARTERPROP INC	0032408	2,592.64
51- 156-	DEFORE MARY D REV TRUST	0011526	922.08
51- 157-	FONDREN Hotel GROUP LLC	0010973	877.84
51- 158	David Knight & Natasha Phillips	10,212	816.96
51- 162	PIX & PINS	46,033	3,682.64
47- 7-1	MP&L	37256	2,980.48
2022 Total			287,063.66

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 900-1756

## OFFICE OF THE CITY ATTORNEY

This ORDINANCE AMENDING SECTION 62-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO ADOPT FEDERAL FLOOD MAPS FOR RANKIN COUNTY legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney*

  
\_\_\_\_\_  
DATE 7/13/22

OFFICE OF THE CITY ATTORNEY  
7/13/22





**ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN  
BUSINESS IMPROVEMENT DISTRICT.**

OF THE CITY ATTORNEY  
7/22/22  
J.M.

**WHEREAS**, an election which ended on October 30, 2018, allowing district property owners to authorize the district boundaries, the district plan and the district management agency for a period of 10 years, and

**WHEREAS**, the results of said election exceeded the sixty-percent affirmative threshold; and

**WHEREAS**, pursuant to Mississippi Code Annotated, as amended 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the Fondren Business Improvement District; and

**WHEREAS**, this procedure has been followed since 1996 for prior improvement districts.

**IT IS HEREBY ORDERED** by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Fondren Business Improvement District within the corporate limits of the City of Jackson a levy of \$.08 on each square foot of buildings and unimproved real estate for the following properties:

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51- 162	PIX & PINS	46,033	3,682.64
47- 7-1	MP&L	37256	2,980.48
2022 Total			287,063.66

Tax Year 2021

2-8	UMMC Meridian	424,250	33,940.00
47-28	Fondren Place Dev	184,660	14,772.80
47-28-1	Trustmark National Bank	55,498	4,439.84
51-151-1	Fondren Hotel Group	65,340	5,227.20
51-162	Pix & Pins Development	37,446	2,995.68
2-5-2	St. Dominic Memorial	147,435	11,794.78
2-5-5	Jackson Heart Realty LLC	17,152	1,372.16
2-10-1	St. Dominic Memorial	23,769	1,901.52
51-7	Leonard McClellan	10,111	808.88
51-28	Hari Har Cohly	8,956	716.48
51-29	Paramount Endeavors LLC	9,291	743.28
51-126	All Womens Healthcare	8,967	717.36
51-127	Andrew J. Kochevar	9,406	752.48
51-128	Tommy Dean & Gleyynn M	7,278	582.24
51-142	DB1, LLC	11,053	884.24
51-146	Matthew Goff	9,840	787.20
51-147	James A. French	9,394	751.52
51-158	David Knight & Natasha	10,212	816.96
51-141	Copeland Enterprises	11,289	903.12
51-143	Vadlani Balakiran & Koti	12,300	984.00
2021 Total			85,891.74

Tax Year 2020

2-5-2	St. Dominic Memorial	147,435	11,794.78
2-5-5	Jackson Heart Realty LLC	17,152	1,372.16
2-10-1	St. Dominic Memorial	23,769	1,901.52
51-7	Leonard McClellan	10,111	808.88
51-28	Hari Har Cohly	8,956	716.48
51-29	Paramount Endeavors LLC	9,291	743.28
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51-142	DB1, LLC	11,053	884.24
51-146	Matthew Goff	9,840	787.20
51-147	James A. French	9,394	751.52
51-158	David Knight & Natasha	10,212	816.96
51-162	Pix & Pins Development	37,446	2,995.68
2020 Total			25,624.78

Grand Total

398,580.18

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    DATE July 5, 2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
1	<b>Brief Description/Purpose</b>	Assessment for the Fondren Business Improvement District										
2	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A										
3	<b>Who will be affected</b>	N/A										
4	<b>Benefits</b>	N/A										
5	<b>Schedule (beginning date)</b>	N/A										
6	<b>Location:</b> • <b>WARD</b>  • <b>CITYWIDE (yes or no) (area)</b>  • <b>Project limits if applicable</b>	N/A										
7	<b>Action implemented by:</b> • <b>City Department</b> <input type="checkbox"/> • <b>Consultant</b> <input type="checkbox"/>	Department of Administration										
8	<b>COST</b>	N/A										
9	<b>Source of Funding</b> • <b>General Fund</b> <input type="checkbox"/> • <b>Grant</b> <input type="checkbox"/> • <b>Bond</b> <input type="checkbox"/> • <b>Other</b> <input type="checkbox"/>											
10	<b>EBO participation</b>	ABE	_____	%	WAIVER	yes	___	no	___	N/A	___	X
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	___	X
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	___	X
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	___	X
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	___	X

Revised 2-04



July 1, 2022

**2022 FERE Board of Directors**

**Executive Committee**

*Liz Brasher, President*  
*John Lauderdale, Vice President*

*Jonathan Lee, Treasurer*

*Rebena Trapp, Secretary*

*Mary Linley Sweet, Past President*

**At Large**

*Jonathan Werna*

*Sandy Carter*

*Brian May*

*Sarah Bentley*

*Michael Boymer*

*Ryan O'Brian*

*Molly Walker*

*Gabriel Prado*

*Ardarius Pierre*

*Dylan Brodzinski*

*Cathy Boone*

*Lach Smith*

*Seth Hill*

*Emilia*

*Buddy Graham*

**Ex Office**

*Kathy Chen*

*Colleen O'Brien*

*Elise*

*Rebecca Garrison*

*Director*

**Symphony at Sunset**

**Past Honorees**

*Sister Darolene Scodgeroth*

*Melba & Clay Bowman*

*Mary & Wirt Yarger*

*Mary Grace Brown Family*

*Mary & Bob Adams*

*Barbara & Barry Plunkett*

*Frances & Buddy Graham*

*Helena Baruzzo*

*Ann & Albin Peters*

*Jan & Andrew Mathias*

*Debbie & Jeff Good*

*Sherry Strabing Orman*

*Mary Jo McAnally*

*Elita Todd Livingston*

*Jacqueline & Derek Emerson*

*Sarah & Phil Nelson*

*Clara & Robert Hensberg*

*Elise & William Winter*

*Jan & Billy Alvinger*

*Bill & Betty Blanton*

*Henry & Kay Campbell*

Councilwoman Virgi Lindsay  
City of Jackson  
219 South President St  
Jackson, MS 39201

RE: Fondren Business Improvement District Assessment

Please find attached the list of parcels to be approved by the Council and transmitted to County Tax Collector Eddie Fair for inclusion on the Hinds County tax bills for 2022.

Note that parcel 47-7-1 is a public utility and must be assessed separately.

Also note that the following parcels need to be billed manually:

Parcel 2-8	UMMC Meridian
Parcel 47-28	Fondren Development Place
Parcel 47-28-1	Trustmark National Bank
Parcel 51-151-1	Fondren Hotel Group
Parcel 47-7-1	MP&L

As we understand, the procedure is as follows:

- An order to levy the Fondren B.I.D will be requested
- An order will be prepared by the City Clerk and placed on a Council agenda
- Once approved, the order and list of applicable properties will be transmitted by the City to the Hinds County Tax Collector
- The assessment will be included on the District tax bills
- Once collected, the funds will be distributed to the City and then allocated to the Fondren B.I.D.

Thank you for your support and assistance.

Sincerely,

Rebecca Garrison  
Managing Agent for the Fondren B.I.D.

Cc: Angela Harris, Municipal Clerk, Jackson  
Sharon Thames, Director of Administration, Jackson  
Eddie Fair, Hinds County Tax Collector  
Charles Stokes, Hinds County Tax Assessor  
Felicia Young, Finance Manager, Jackson

Fondren Renaissance 4145 Ola Canton Road Jackson, MS 39216  
Website: www.fondren.org

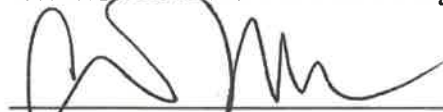


Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT** legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* slm.

7/27/22  
DATE

RECEIVED  
CITY ATTORNEY





OFFICE OF THE CITY ATTORNEY  
A.C.M. 11/15/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF CONSENT TO RESCIND TRUSTMARK NATIONAL BANK, JACKSON MISSISSIPPI, AS PAYING AGENT FOR TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2009 (RIVER HILLS CLUB PROJECT), AND AUTHORIZE A SUCCESSOR PAYING AGENT THE PEOPLES BANK, BILOXI, MISSISSIPPI, EFFECTIVE AUGUST 15, 2022.**

**WHEREAS**, on January 27, 2009, the Jackson City Council adopted a resolution authorizing and directing the issuance of Tax Increment Financing Revenue Bonds, Series 2009 (River Hills Club Project) of the City of Jackson, Mississippi, in the principal amount of Nine Hundred Thousand Dollars (\$900,000) to raise money for the Project Infrastructure; and

**WHEREAS**, on April 24, 2009, the City of Jackson issued \$407,000 in Tax Increment Financing Revenue Bonds, Series 2009 with principal and interest beginning April 1, 2010, and ending April 1, 2024; and

**WHEREAS**, on March 17, 2022, Trustmark National Bank informed the City of Jackson, through the Department of Administration, of the sale of Trustmark Corporate Trust business. Trustmark entered into an Asset Purchase Agreement with The Peoples Bank, Biloxi, Mississippi, whereby Trustmark will sell, and Peoples will purchase substantially all of Trustmark's Corporate Trust business, which includes the Bonds for which Trustmark is serving as Trustee and/or Paying Agent; and

**WHEREAS**, as part of the transaction, Trustmark will assign to Peoples the role of Trustee and/or Paying Agent at the closing of the transaction, which is expected to occur on August 15, 2022;

**WHEREAS**, The Peoples Bank, will be authorized as the successor paying agent for the Tax Increment Financing Revenue Bond, Series 2009 (River Hills Club Project) effective August 15, 2022; and

**WHEREAS**, the bond documents require the consent of the governing authority to Trustmark's resignation as Trustee/Paying Agent and appointment of Peoples as successor Trustee/Paying Agent; and

**WHEREAS**, upon approval, the Mayor must sign that attached letter of consent and return it to Brunini, Grantham, Gower & Hewes, PLLC, 190 E. Capitol Street, Suite 100, Jackson, MS 39201 or by email to Drew Bigelow, dbigelow@brunini.com; and

**WHEREAS**, by signing the letter of consent, the City of Jackson will affirmatively waive any time frames for notices and/or resignation of the Trustee and/or Paying Agent under the Bond documents, if any.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the letter of consent to Trustmark's resignation and hereby consents to the assignment of the Trustee/Paying Agent role under the Bonds from Trustmark to Peoples effective August 15, 2022.

Agenda Item No. 40  
Agenda Date 8.2.2022  
(Malembeka, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 07/14/22**


<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	Authorize successor paying agent for TIF Revenue Bond, Series 2009								
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Changes in City Government								
3.	<b>Who will be affected</b>	Debt Service Processing								
4.	<b>Benefits</b>	To reassign paying agent on outstanding debt								
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council								
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 1								
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Administration								
8.	<b>COST</b>									
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Bond Fund 25251186-6611; 25251186-6612								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___

Revised 02-04



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Sharon Thames, Interim Director   
Department of Administration

**DATE:** July 14, 2022

**RE:** Trustmark National Bank Corporate Trust Sale

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This agenda item authorizes the City to appoint a successor paying agent for Tax Increment Financing Revenue Bond, Series 2009 (River Hill Club Project), issued on April 24, 2009 for \$407,000.00, Trustmark National Bank was designated as paying agent at the close of the bond transaction.

Trustmark National Bank has substantially sold all of the Corporate Trust Departments Assets to The Peoples Bank, Biloxi, Mississippi. The sale is expected to finalize in the third quarter of 2022.



Payment Dates

04/01

10/01

FY24

June 28, 2022

City of Jackson  
Attn: Felicia Young, Finance Manager  
P.O. Box 17  
Jackson, MS 39205

RE: TIF Revenue Bonds, Series 2009 City of Jackson Mississippi (River Hills Club Project)

On March 17, 2022, Trustmark National Bank (“Trustmark”) sent you a letter regarding the sale of substantially all of Trustmark’s Corporate Trust Department Assets (the “Transaction”) to The Peoples Bank, Biloxi, Mississippi (“Peoples”). These Assets include an assignment of rights related to transactions in which Trustmark is serving as Trustee and/or Paying Agent, including your bond issue(s) referenced above (the “Bond(s)”). Therefore, at closing of the Transaction, which currently is expected to occur in the third quarter of 2022, Peoples intends to assume Trustmark’s role as Trustee and/or Paying Agent on the Bond(s), as applicable. Trustmark and Peoples expects this transition to be seamless, and Peoples will provide you with the service you have come to expect from Trustmark.

We have determined that the bond documents require your consent to Trustmark’s resignation as Trustee / Paying Agent and appointment of Peoples as successor Trustee / Paying Agent. If you agree to the assignment to Peoples and appointment of Peoples as the successor Trustee / Paying Agent, please so signify by signing the copy of the consent enclosed herein and returning to **Drew Bigelow** at **Brunini, Grantham, Grower & Hewes, PLLC, 190 E. Capitol Street, Suite 100, Jackson, MS 39201** or by email to [dbigelow@brunini.com](mailto:dbigelow@brunini.com) no later than **July 31, 2022**.

Peoples appreciates the opportunity to work with you on the above referenced Bond(s), and you can expect to receive additional information from Peoples in the near future regarding their assumption of Trustmark’s role as Trustee and/or Paying Agent for the Bond(s) including, but not limited to, the effective date of the assignment and Peoples contact information. Until then, should you have any questions regarding the Transaction or the assignment of rights related to the Bond(s), please contact **Kristan Staehling** at **601.208.7723** or [kstaehling@trustmark.com](mailto:kstaehling@trustmark.com) at Trustmark or **Kathy Crabtree**, Corporate Trust Officer of Peoples, at **228-435-8208**.

Sincerely,

Trustmark National Bank

Sincerely,

The People’s Bank, Biloxi, MS



**PEOPLES FINANCIAL CORPORATION**



**Trustmark**

City of Jackson, MS ("Issuer") hereby consents to the assignment of the Trustee and/or Paying Agent role under the Bonds from Trustmark to Peoples effective as of the closing of the Transaction. Furthermore, Issuer affirmatively waives any time frames for notices and/or resignation of the Trustee and/or Paying Agent under the Bond documents, if any.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



248 E. Capitol Street  
Suite 1006  
Jackson, MS 39201  
601.208.8171  
trustmark.com

March 17, 2022

City of Jackson, Mississippi  
Attn: Felicia Young, Finance Manager  
PO Box 17  
Jackson, MS 39205

RE: TIF Revenue Bonds, Series 2009 City of Jackson Mississippi (River Hills Club Project)  
Issue Number: 1834

We are writing to inform you of the sale of Trustmark National Bank's ("Trustmark") Corporate Trust business. Effective March 17, 2022, Trustmark entered into an Asset Purchase Agreement with The Peoples Bank, Biloxi, Mississippi ("Peoples") whereby Trustmark will sell, and Peoples will purchase substantially all of Trustmark's Corporate Trust business. This includes the Bonds for which Trustmark is serving as Trustee and/or Paying Agent.

As part of the transaction, Trustmark will assign to Peoples the role of Trustee and/or Paying Agent at the closing of the transaction, which is expected in the second quarter of 2022 and subject to customary closing conditions. We expect this to be a seamless transition, as Peoples has decades of experience in the Corporate Trust business and will provide you with the same level of world-class service you have come to expect from Trustmark. You will receive additional communications from Peoples in the near future regarding their assumption of the role as Trustee and/or Paying Agent for the Bonds including, but not limited to, the effective date of the assignment and Peoples' contact information.

We appreciate the opportunity to have served as the Trustee and/or Paying Agent on your bond issues. Should you have any questions, please feel free to contact Kristan Staehling at 601.208.7723 or [kstaehling@trustmark.com](mailto:kstaehling@trustmark.com).

Sincerely,

A handwritten signature in black ink, appearing to read "C. Woods".


C. Scott Woods  
President – Insurance and Wealth Management

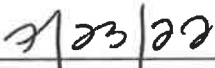
10/1  
4/1

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF CONSENT TO RESCIND TRUSTMARK NATIONAL BANK, JACKSON MISSISSIPPI, AS PAYING AGENT FOR TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2009 (RIVER HILLS CLUB PROJECT), AND AUTHORIZE A SUCCESSOR PAYING AGENT THE PEOPLE BANK, BILOXI, MISSISSIPPI, EFFECTIVE AUGUST 15, 2022 legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**  
**Sondra Moncure, Deputy City Attorney** *S.M.*

*8/21/22*  
  
\_\_\_\_\_  
DATE





OFFICE OF THE CITY ATTORNEY  
S.A. UM. 11/22/22

**ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT.**

**WHEREAS**, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

**WHEREAS**, the results of said election exceeded the sixty-percent affirmative threshold; and

**WHEREAS**, pursuant to Mississippi Code Annotated, as amended, Section 21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

**WHEREAS**, this procedure has been followed since 1996; and

**IT IS HEREBY ORDERED** by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of \$0.11 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft.	Assessment \$0.11 Per Square Foot
MS Power & Light Co. Altn. Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(71)	1194-5	105,152	45,975	\$16,624
Mississippi Power & Light Co.	233 N. Michigan Ave C.				0 S. Commerce St.	1194-6	12,180	0	\$1,338
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	\$16,607
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-10	2,440	0	\$268
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-11	3,500	0	\$385
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-12	12,900	0	\$1,408
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-13	1,500	0	\$165
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	186-14	12,000	0	\$1,320
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	301 E. Pascagoula	186-15	12,000	24,000	\$3,960
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	\$440
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	\$575
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	\$288
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	\$3,854
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	\$757
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 Tombigbee St.	186-27	55,776	0	\$6,135
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	413 S. President St.	186-28	7,500	7,840	\$1,687
Simpson-Luckett LLC	4141 Crane Blvd.	Jackson	MS	39216	499 S. President St.	186-29	16,000	13,888	\$3,288
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-32	5,516	0	\$607
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	0 S. Congress St.	186-33	9,834	0	\$1,082
Wayne E. Ferrell, Jr.	405 Tombigbee Street	Jackson	MS	39201	405 Tombigbee	186-34	5,568	11,200	\$1,844
Wayne E. Ferrell, Jr.	P.O. Box 24448	Jackson	MS	39225	408 S. Congress St.	186-34-1	3,425	0	\$377
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-41	20,120	2,700	\$2,510
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,620	10,400	\$2,301
LPC CMP Properties LLC	410 S. President St	Jackson	MS	39201	0 Tombigbee St.	186-50	1,380	0	\$150
Mrs. M. H. Whalley Life Est.	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-50-1	588	0	\$65
LPC Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-51	2,052	0	\$226

Agenda Item No. 41  
Agenda Date 8.2.2022  
(Thames, Lumumba)

LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	411 S. State St.	186-52	7,264	3,200	\$1.15
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	409 S. State St.	186-52-1	5,841	3,120	\$986
Priority Housing LLC	P.O. Box 13924	Jackson	MS	39236	417 S. State St.	186-53	13,029	4,960	\$1,979
Sanford Knott	P.O. Box 1209	Jackson	MS	39215	425 S. State St.	186-54	4,000	4,043	\$885
Crymes G Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-57	12,800	0	\$1,408
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-58	24,305	0	\$2,674
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	410 S. President St.	186-59	5,760	3,780	\$1,049
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-9	4,000	0	\$440
Kountouris Properties LLC	123 W. Capitol Street	Jackson	MS	39201	123 W. Capitol St.	190-11	2,350	8,836	\$1,230
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	119 W. Capitol St.	190-12	2,350	4,700	\$776
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	117 W. Capitol St.	190-13	2,350	2,350	\$517
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	113 W. Capitol	190-14	4,930	9,400	\$1,576
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	0 W. Capitol Street	190-15	4,700	0	\$517
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 S. Roach St.	190-19	7,073	0	\$778
King Edward Revitalization Co. LLC	812 Gravier St. Ste. 200	New Orleans	LA	70112	235 W. Capitol St.	190-2	107,391	410,756	\$56,996
John W. Holden, Jr.	P.O. Box 1055	Cleveland	TN	37364	116 S. Roach St.	190-20	4,064	4,400	\$931
E & R Rental Properties LLC	140 W. Pearl Street	Jackson	MS	39201	140 W. Pearl St.	190-21	17,934	4,960	\$2,518
Pruett Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	39201	217 W. Capitol St.	190-4	9,600	20,400	\$3,300
Alorod Property Management LLC	215 W. Capitol Street	Jackson	MS	39201	215 W. Capitol St.	190-5	4,800	2,848	\$941
James Washington	2701 N. State Street	Jackson	MS	39216	213 W. Capitol St.	190-6	3,920	3,430	\$809
James Washington	2701 N. State Street	Jackson	MS	39216	209 W. Capitol St.	190-7	4,016	6,860	\$1,196
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	205 W. Capitol St.	190-8	3,500	13,723	\$1,895
CAI Realty LLC	P.O. Box 655	Jackson	MS	39205	207 W. Capitol St.	190-8-1	2,160	1,640	\$418
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-2	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-3	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-4	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-5	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-6	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-7	588	5,414	\$660
Millsaps Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-8	588	5,414	\$660
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	0 S. West St.	191-1	7,050	0	\$776
Kaz LLC	346 Heritage Place	Jackson	MS	39212	E. Pascagoula	191-12	7,571	0	\$833
Kaz LLC	346 Heritage Place	Jackson	MS	39212	124 E. Pascagoula	191-13	7,384	0	\$812
CO2 Investments LLC	109 Inez Owens Drive	Jackson	MS	39212	157 E. Pearl St.	191-25	2,365	2,160	\$498
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	39212	159 E. Pearl St.	191-26	2,530	2,160	\$516
Powell Organization LLC	112 Grandview Cir	Brandon	MS	39047	201 S. Lamar St.	191-27	4,812	4,812	\$1,059
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	39201	213 S. Lamar St.(15)	191-28	3,875	6,720	\$1,165
Hertz Jackson City Centery LLC	21890 Burbank Blvd. Ste. 300 S.	Woodland Hills	CA	91367	211 S. West St.	191-3	49,049	157,184	\$22,667
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-30	24,863	166,128	\$21,009
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	211 E. Pearl St.	191-32	13,948	0	\$1,534
Wolverton Pearl Street Properties LLC	187 E. Pearl St.	Jackson	MS	39201	225 E. Pearl St.	191-33	12,000	9,750	\$2,393
Tanner Commercial Properties LLC	121 Bridgewater Xing	Ridgeland	MS	39157	265 E. Pearl St.	191-34	3,300	2,730	\$663
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	39206	263 E. Pearl St.	191-34-1	3,300	2,730	\$663
Select Edge Realty LLC	277 E. Pearl Street	Jackson	MS	39201	277 E. Pearl St.	191-35	15,090	21,788	\$4,057
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	39207	269 E. Pearl St.	191-36	6,660	11,700	\$2,020
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	39201	101 E. Capitol St.	191-37	7,200	19,440	\$2,930
Saliba H. & Lamia R. Dabit	101 E. Capitol Street	Jackson	MS	39201	109 E. Capitol St.	191-38	2,300	3,450	\$633
Hertz Jackson Four LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	111 East Capitol St.	191-39	88,375	279,360	\$40,451
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	0 E. Capitol St.	191-47	5,251	0	\$578
South Central Bell	P.O. Box 811	Jackson	MS	39205	0 E. Capitol St.	191-48	192	0	\$21
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	141 E. Capitol St.	191-49	4,376	4,000	\$921
MS Regional Housing Authority MP VI	2180 Terry Rd	Jackson	MS	39205	175 E. Capitol St.	191-50	93,608	330,000	\$46,597
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	0 E. Capitol St.	191-65	19,472	156,839	\$19,394



T&T	220 E. Pearl Street	Jackson	MS	39201	0 East Pearl St.	191-68	15,122	145,286	\$17,645
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	215 E. Capitol St.(23)	191-67	12,419	0	\$1,366
225 East Capitol Street Hotel LLC	2727 Kirby Drive Apt. 15C	Houston	TX	77098	225 E. Capitol St.	191-68	33,944	182,258	\$23,782
Ridgway Management	P.O. Box 187	Jackson	MS	39205	235 E. Capitol St.	191-70	12,825	11,310	\$2,655
Southern Institute of Fine Arts Development Co.	2727 Kirby Drive Apt. 15C	Houston	TX	77098	245 E. Capitol St.	191-71	63,000	115,000	\$19,580
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8	17,083	70,486	\$9,633
Security Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8-1	15,141	70,486	\$9,419
Cardan Enterprises LLC	378 Fannin Landing Cir	Brandon	MS	39042	156 E. Pascagoula	191-9	18,040	8,850	\$2,958
Acroterion LLC	1041 Tommy Munro Drive	Elloxi	MS	39532	329 E. Capitol St.	192-1	7,664	12,675	\$2,237
Gannett MS Corp c/o IAC	6 Arrow Rd, Ste. 100	Ramsey	NJ	7446	309 E. Pearl St.	192-16	43,651	108,000	\$16,682
Lamar Life Qalib LLC	125 S. Congress St. Ste. 1800	Jackson	MS	39201	315 E. Capitol St.	192-2	4,508	87,000	\$10,066
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	0 E. Pearl St.	192-23-1	600	0	\$66
Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	39215	119 S. President St.	192-24	5,600	13,104	\$2,057
Thomas Spengler Bldg. LLC	129 S. President St.	Jackson	MS	39201	129 S. President St.	192-27	21,280	14,532	\$3,939
Mattiace Office Co, LLC	P.O. Box 13809	Jackson	MS	39236	125 S. Congress St.	192-3	25,536	393,420	\$46,085
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	0 E. Pearl St.	192-31	11,120	0	\$1,223
Duckworth Property Investments II	308 E. Pearl Street, Suite 200	Jackson	MS	39201	100 S. Congress St.	192-32	14,560	0	\$1,602
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	401 E. Capitol St.(11)	192-34	25,231	91,557	\$12,847
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	413 E. Capitol St.	192-35	2,532	10,176	\$1,398
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	415 E. Capitol St.	192-36	3,048	6,096	\$1,006
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-37	12,618	70,111	\$9,100
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-38	4,333	5,700	\$1,104
Electric Holdings LLC	308 E. Pearl Street, Suite 200	Jackson	MS	39201	310 E. Pearl St.	192-4	11,920	119,000	\$14,401
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. President St.	192-45	29,440	3,876	\$3,665
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. State St.	192-45-1	36,691	0	\$4,035
Resyle Inc.	P.O. Box 10032	Jackson	MS	39286	112 S. President St.	192-56	745	756	\$165
Macon Building LLC	501 E. Capitol St.	Jackson	MS	39201	501 E. Capitol St.	192-57	3,512	12,000	\$1,706
Lakeside Management LLC	814 N. Congress St.	Jackson	MS	39202	607 E. Capitol St.	192-59	8,512	38,160	\$5,134
Gannett River States Publishing	6 Arrow Rd, Ste. 100	Ramsey	NJ	7446	201 S. Congress St.	192-6	52,599	66,000	\$13,046
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	39205	220 S. President St.	192-74	7,680	2,750	\$1,147
Gadow & Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	39201	511 E. Pearl St.	192-79	3,000	3,200	\$682
Gannett River States Publishing	6 Arrow Rd, Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	192-9	13,024	0	\$1,433
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-1	7,875	0	\$866
Storagemax Downtown LLC	40 Northtown Dr.	Jackson	MS	39211	304 S. State St.	193-10	13,650	32,000	\$5,022
Capital City Properties	259 Northside Dr	Newton	MS	39345	312 S. State St.	193-11	68,812	45,175	\$12,319
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-2	2,550	0	\$281
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-3	3,700	0	\$407
Parnassus Properties LLC	130 A. Courthouse Square	Oxford	MS	38655	0 S. State St.	193-4	4,500	0	\$495
George J. Stodghill	214 S. State Street	Jackson	MS	39201	214 S. State St.	193-5	3,900	4,875	\$965
George J. Stodghill	216 S. State Street	Jackson	MS	39201	216 S. State St.	193-6	3,900	8,775	\$1,394
SWW Properties LLC	4526 Brook Drive	Jackson	MS	39206	0 S. State St.	193-7	23,714	0	\$2,609
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	39157	400 S. State St.	194-1	34,131	18,500	\$5,789
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	39110	414 S. State St.	194-2	17,600	18,050	\$4,032
Cadillac Games LLC	43 Farnham Pl.	Metairie	LA	70005	430 S. State St.	194-4	50,208	21,700	\$7,910
Rockwell Debt Free Property Inc.	1183 E. Bountiful Hills Dr.	Bountiful	UT	84010	656 N. State St.	24-21	48,569	9,154	\$6,350
Saturday Seller LLC	120 Kirkwood Place	Jackson	MS	39211	610 N. State St.	24-26	14,531	11,780	\$2,894
Alorod Property Management LLC	602 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37,143	10,900	\$5,274
Mississippi Assoc. of Fin. Inst. Of Deposit	P.O. Box 37	Jackson	MS	39205	640 N. State St.	24-31	31,020	6,003	\$4,073
The Moltus Company	P.O. Box 59	Philadelphia	MS	39350	654 N. State St.	24-32	15,071	5,400	\$2,252
Oxwell & Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4,078	\$1,857

Jerry Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14,738	7,782	\$2.47
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17,640	\$3,019
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20,475	30,259	\$5,581
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	\$1,198
John A. & Ray Paige Eaves	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4,576	\$721
Tiffany E. Schlesinger	101 N. State Street	Jackson	MS	39201	123 N. State St.	33-10	3,828	4,750	\$944
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	129 N. State St.	33-11	6,496	3,600	\$1,111
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2,906	4,640	\$830
Deborah M. Thrash	920 La Roche Ct	Ridgeland	MS	39157	125 N. State St.	33-11-1	4,104	4,970	\$998
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	\$1,817
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St.	33-14-1	2,175	0	\$239
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,879	0	\$427
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2,916	2,916	\$642
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1,324	1,324	\$291
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	438 E. Capitol St.	33-18-1	1,037	1,037	\$228
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	428 E. Capitol St.	33-19	5,400	4,350	\$1,073
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3,156	3,156	\$694
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	422 E. Capitol St.	33-20	3,240	2,059	\$583
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	418 E. Capitol St.	33-21	6,060	1,875	\$873
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	113 N. President St	33-22	4,400	6,600	\$1,210
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	10,400	102,000	\$12,364
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19,275	61,890	\$8,906
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2,480	4,118	\$726
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3,779	0	\$416
518 E. Capitol LLC	346 Frazier Ave.	Chalanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,600	\$1,644
Paige E. Ray	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	\$580
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	109 N. State St.(11)	33-6	2,195	2,880	\$558
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Apt. A	33-7	2,328	2,880	\$575
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,850	\$2,024
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	\$616
MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	39205	228 N. Congress St.	34-11	12,800	6,260	\$2,097
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	202 N. Congress	34-14	42,720	39,950	\$9,094
Nolan S. Harper	1432 1st Street	New Orleans	LA	70130	E. Amite St.	34-16	12,080	0	\$1,329
ECM Development	201 N. President Street	Jackson	MS	39201	201 N. President	34-2	6,825	8,350	\$1,669
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	Yazoo St.	34-23	6,320	0	\$695
John Giddens Properties LLC	226 N. President St.	Jackson	MS	39201	226 N. President St.	34-24	4,640	2,900	\$829
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	222 N. President	34-25	8,000	22,989	\$3,409
ECM Development	201 N. President Street	Jackson	MS	39225	0 E. Amite St.	34-3	1,925	0	\$212
Charles R. McRae	416 E Amite St.	Jackson	MS	39201	416 E. Amite St.	34-4	2,450	7,140	\$1,055
Wendy A. Hutchins	2422 Jackson Johnson Rd	Terry	MS	39170	418 Yazoo St.	34-45	2,277	1,740	\$442
Joan B. Bellan	3936 Kings Highway	Jackson	MS	39216	316 N. Congress St.	34-51	9,001	0	\$990
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	304 N. Congress St.	34-54	12,305	7,000	\$2,124
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	Yazoo St.	34-55	4,815	0	\$530
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	219 N. President	34-7	20,000	3,042	\$2,535
William H. Morris	P.O. Box 41	Jackson	MS	39205	N. State St.	35-11	7,356	0	\$809
Hebron Morris	P.O. Box 41	Jackson	MS	39205	513 N. State St.	35-12	6,720	4,200	\$1,201
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	39205	College St.	35-18	10,890	0	\$1,197
Mississippi Bar Foundation Inc.	P.O. Box 2168	Jackson	MS	39225	N. President St.	36-12	11,888	0	\$1,308
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	39202	601 George St.	36-14	16,311	4,800	\$2,322
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-3	6,800	0	\$748
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-5	14,960	12,960	\$3,071
633 N. State LLC	P.O. Box 13809	Jackson	MS	39236	633 N. State St.	36-6	38,400	64,788	\$11,348
Sandra F. Holly	300 N. Farish Street, Ste. C	Jackson	MS	39202	300 N. Farish St.	33-3	5,712	4,899	\$1,497



Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	220 E. Amite St.	84-12-1	40,467	212,283	\$27,803
St. Peters Co Cathedral Parking Lot	P.O. Box 57	Jackson	MS	39205	N. West St.	84-12-2	11,830	0	\$1,301
LW Jackson 1X LLC	200 E. Amite Street	Jackson	MS	39201	200 E. Amite St.	84-12-3	41,184	396,000	\$48,090
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	219 N. Lamar St.	84-13	18,690	4,158	\$2,513
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	205 N. Lamar St.	84-13-2	20,347	1,075	\$2,356
Deposit Guaranty National Bank c/o Regions Bank	250 Riverchase Pkwy Ste. 600	Birmingham	AL	35244	N. Lamar St.	84-14	2,818	0	\$310
T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	39225	124 E. Amite St.	84-18	8,500	5,000	\$1,485
Integrated Management Services PA	126 East Amite Street	Jackson	MS	39201	126 East Amite St.	84-19	12,799	15,900	\$3,058
138 Partners	P.O. Box 1220	Jackson	MS	39215	138 E. Amite St.	84-22	8,138	6,950	\$1,680
TCARS LP	162 E. Amite St.	Jackson	MS	39201	162 E. Amite St.	84-26	36,784	40,250	\$8,474
Hill-Holy Building LLC	300 N. Farish Street, Ste. C	Jackson	MS	39202	115 E. Griffith St.	84-27	9,463	0	\$1,041
Capitol Street Development LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	200 E. Capitol St.	85-18	10,659	162,448	\$19,042
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	210 E. Capitol St.	85-21	51,734	335,332	\$42,577
Richard D. Harding Rev. Trust	P.O. Box 125	Clinton	MS	39080	E. Capitol St.	85-24	3,437	0	\$378
228 East Capitol Street LLC c/o Steven Gold	421 Ponte Vedra Blvd.	Ponte Vedra Beach	FL	32082	226 E. Capitol St.	85-25	2,200	2,200	\$484
Godwin & Sarah Dafe	1011 Hallmark Drive	Jackson	MS	39206	224 E. Capitol St.	85-26	1,980	1,980	\$438
DeShun & Vateria Martin	228 E. Capitol Street	Jackson	MS	39201	228 E. Capitol St.	85-27	2,200	2,200	\$484
Larry & Demetria Nixon	234 Capitol Street	Jackson	MS	39201	230 E. Capitol St.	85-28	5,072	15,216	\$2,232
Omnibank	P.O. Box 22624	Jackson	MS	39225	238 E. Capitol St.	85-29	6,957	41,742	\$5,357
Trustmark National Bank	P.O. Box 291	Jackson	MS	39205	244 E. Capitol St.	85-30	5,500	11,000	\$1,815
First National Bank	P.O. Box 291	Jackson	MS	39205	248 Capitol St.	85-31	18,044	343,000	\$39,715
First National Bank	P.O. Box 291	Jackson	MS	39205	227 E. Amite St.	85-35	30,009	190,955	\$24,295
Hertz Jackson Five LLC	1522 2nd St.	San Jose	CA	90401	0 E. Capitol St.	85-8	62,726	0	\$6,900
Hertz OJP Holdings LLC	21860 Burbank Blvd, Ste. 300 S	Woodland Hills	CA	91367	188 E. Capitol St.	85-8-2	53,578	228,000	\$30,974
Hertz Jackson Three LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	180 E. Capitol Street	85-8-3	87,263	192,000	\$30,719
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	N. Mill St.	86-12	4,684	0	\$515
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	217 W. Griffith St.	86-13	2,911	4,900	\$859
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	218 N. Mill St.	86-14	11,040	9,900	\$2,303
Big Fun LLC	1035 Felicity Street	New Orleans	LA	70130	0 N. Mill St.	86-15	5,580	0	\$614
Big Fun LLC	1035 Felicity Street	New Orleans	LA	39205	200 N. Mill St.	86-16	7,210	3,450	\$1,173
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	148 W. Amite St.	86-17	9,588	0	\$1,055
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	W. Griffith St.	86-18	7,440	0	\$818
Lyle Sohn	111 Broadmeadow Drive	Grenada	MS	38901	0 W. Griffith St.	86-19	3,000	0	\$330
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	137 W. Griffith St.	86-20	2,975	3,425	\$704
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	133 W. Griffith St.	86-21	5,285	5,169	\$1,150
Charles E. Price & Vera S. Willis	15914 Messa Gardens Dr.	Houston	TX	77095	N. Roach St.	86-22	2,438	0	\$268
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 Youngs Alley	86-40	1,480	0	\$163
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 N. Farish St.	86-41	1,485	0	\$163
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	305 N. Farish St.	86-43	9,450	4,810	\$1,569
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	303 N. Farish St.	86-48	4,461	1,725	\$680
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	0 N. Farish St.	86-48-1	2,730	0	\$300
Farish Street Properties LLC	100 Amite Street	Jackson	MS	39201	100 W. Amite St.	86-56	9,952	4,000	\$1,535
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	118 N. Mill St.	86-64	6,565	630	\$791
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-65	8,634	0	\$972
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-66	7,272	0	\$800
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	37405	0 N. Mill Street	86-66-1	2,178	0	\$240
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	236 W. Capitol St.	86-67	2,400	4,800	\$792
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	232 W. Capitol St.	86-68	2,400	4,800	\$792
Capitol Hotel LLC	346 Frazier Ave.	Chattanooga	TN	37045	226 W. Capitol St.	86-69	6,260	9,058	\$1,685
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 W. Capitol St.	86-69-1	2,526	0	\$278
Emmanuel Okolo	1718 Richmond Avenue	Houston	TX	77098	224 W. Capitol St.	86-70	3,844	3,200	\$775

Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	222 W. Capitol St.	86-71	2,370	4,744	\$78
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	218 W. Capitol St.	86-72	10,880	2,710	\$1,495
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	220 W. Capitol St.	86-72-1	3,163	3,000	\$678
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	214 E. Capitol St.(16)	86-73	6,464	8,325	\$1,627
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	0 W. Capitol St.	86-74	7,383	0	\$812
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	210 W. Capitol St.(12)	86-74-1	2,056	4,000	\$686
Albert M. Spann, Jr.	P.O. Box 621	Jackson	MS	39205	208 W. Capitol St.	86-75	8,284	3,600	\$1,307
Theodore Orkin, Jr. et al	P.O. Box 14001	Jackson	MS	39236	206 W. Capitol St.	86-76	7,100	2,100	\$1,012
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Capitol St.	86-76-1	6,008	0	\$681
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	39201	207 W. Amite St.	86-76-2	12,049	41,000	\$5,835
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	200 W. Capitol St.(02)	86-77	12,198	0	\$1,342
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 N. Roach St.	86-77-1	9,802	0	\$1,023
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Amite St.	86-77-2	1,850	0	\$204
<b>TOTAL</b>							<b>3,258,324</b>	<b>6,594,831</b>	<b>\$1,082,747</b>

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 07/01/22**

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1	<b>Brief Description/Purpose</b>	Assessment for the Downtown Jackson Business Improvement District							
2	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A							
3	<b>Who will be affected</b>	N/A							
4	<b>Benefits</b>	N/A							
5	<b>Schedule (beginning date)</b>	N/A							
6	<b>Location:</b> • <b>WARD</b>  • <b>CITYWIDE (yes or no) (area)</b>  • <b>Project limits if applicable</b>	N/A							
7	<b>Action implemented by:</b> • <b>City Department</b> <input type="checkbox"/> • <b>Consultant</b> <input type="checkbox"/>	Department of Administration							
8	<b>COST</b>	N/A							
9	<b>Source of Funding</b> • <b>General Fund</b> <input type="checkbox"/> • <b>Grant</b> <input type="checkbox"/> • <b>Bond</b> <input type="checkbox"/> • <b>Other</b> <input type="checkbox"/>								
10	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___ N/A ___ X ___					

Revised 2-04



July 1, 2022

Council President  
City of Jackson  
P.O. Box 17  
Jackson, MS 39205

RE: Business Improvement District Assessment

It is that time of year again. As a matter of procedure and past precedent, the Business Improvement District assessment must be approved by Council and transmitted to Eddie Fair's office for inclusion on the Hinds County tax bills.

As of June 30, 2021, the enclosed list matches Tax Assessor Charles Stokes' records for taxable properties.

This is the procedure that has been followed in the past to ensure accuracy.

- An order to levy the B.I.D. assessment will be requested.
- An order will be drawn up by the City Clerk and placed on a Council agenda.
- Once approved by the Council, the order and list of applicable properties will be transmitted by the City in either written or electronic form to the Hinds County Tax Collector.
- The assessment will be included on District tax bills.
- Once collected, the funds will be distributed to the City and then distributed to the designated B.I.D. management agency (Downtown Jackson Partners).

Please let me know if we need to do anything. Office: (601) 353-9800 Mobile: (601) 832-3748

As always, Downtown Jackson Partners appreciates your cooperation and support.

Sincerely,

A handwritten signature in blue ink that reads 'John Gomez'.

John Gomez  
President

Enclosures: Sample Order with Assessment List

cc: Angela Harris; Sharon Thames; Eddie Fair; Robert Gibbs

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**Downtown Jackson Partners, Inc.**

210 East Capitol Street, Suite 210 | Jackson, Mississippi 39201 | 601-353-9800 | fx 601-353-3469 | [www.downtown-jackson.com](http://www.downtown-jackson.com)



Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
7/13/22  
JCM

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT** legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* slm

DATE

7/13/22



OFFICE OF THE CITY ATTORNEY  
11/27/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND ROD'S HOUSE INC. D/B/A/ FOR FOOD SERVICES AT THE JACKSON POLICE TRAINING ACADEMY BEGINNING JULY 31, 2022 AND ENDING DECEMBER 31, 2022.**

**WHEREAS**, the City of Jackson Police Department ("JPD") is conducting an 8-week bubble recruit classes to train and certify new police officers, and

**WHEREAS**, the police recruits are housed in the barracks of the Jackson Police Training Academy for the duration of their training, and

**WHEREAS**, the JPD will be responsible for providing breakfast meals to all police recruits for the duration of the training, and

**WHEREAS**, the JPD budgeted for this expenditure in its FY2022 General Fund budget; and

**WHEREAS**, the JPD issued a Request For Proposal (RFP), but was unsuccessful in receiving response for its term bid and intends to issue another RFP for these services in FY2023, and

**WHEREAS**, the Jackson Police Department will begin its 67<sup>th</sup> recruit class on July 31, 2022 without a food services contract in place, and

**WHEREAS**, Rod's House Inc., d/b/a Cheat Mealz has agreed to provide breakfast meals for said recruits at a cost of \$8.00 per person per meal for 1 – 24 police recruits and at cost of \$7.75 per person per meal for 25 or more police recruits, and

**WHEREAS**, Rod's House Inc. is will provide breakfast meals at the aforementioned rates from July 31, 2022 through the December 31, 2022 for approximately 24 police recruits at a total cost not to exceed Thirty Thousand Dollars (\$30,000.00), and

**WHEREAS**, additional charges for the aforementioned services may necessarily occur prior to the approval of this order, and thus require ratification of services rendered prior to said approval; and

**WHEREAS**, the agreement may be terminated by either party mutually, for convenience or for cause upon the issuance of thirty (30) days advance written notice; and

**WHEREAS**, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or

Agenda Item No. 42  
Agenda Date 8.2.2022  
(Davis, Lumumba)

performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

**WHEREAS**, the ratification and execution of this agreement will give the JPD sufficient time to issue a RFP for food services.

**IT IS, THEREFORE, ORDERED** that the herein described agreement between the City of Jackson and Rod's House Inc, d/b/a Cheat Mealz for the term of July 31, 2022 through December 31, 2022 is hereby authorized

**IT IS FURTHER ORDERED** that the Contract to provide food services for the remainder of 2022, not exceed Thirty Thousand Dollars (\$30,000.00).

**IT FINALLY ORDERED**, that the costs authorized herein be paid from the City of Jackson general funds account 001-442.26.6419.

**APPROVED FOR AGENDA:**

**Agenda Date** \_\_\_\_\_

**Agenda Item #** \_\_\_\_\_

**By: DAVIS, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

July 31, 2022  
DATE

<b>POINTS</b>		<b>COMMENTS</b>									
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute an agreement between the Jackson Police Department and Rod's House Inc d/b/a Cheat Mealz for food services at the Jackson Police Training Academy beginning July 31, 2022 and ending December 31, 2022									
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	QUALITY OF LIFE									
3.	<b>Who will be affected</b>	CITIZENS OF JACKSON									
4.	<b>Benefits</b>	TO IMPROVE THE SAFETY AND WELL-BEING ALL CITIZENS, BUSINESSES, AND VISITORS OF JACKSON BY HIRING OFFICERS TO AID IN THE CAMPAGIN AGAINST CRIME.									
5.	<b>Schedule (beginning date)</b>	Upon Council Approval									
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS  CITY WIDE									
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	JACKSON POLICE DEPARTMENT  CITY LEGAL									
8.	<b>COST</b>	AMOUNT NOT TO EXCEED \$30,000									
9.	<b>Source of Funding</b> ▪ General Fund x ▪ Grant ▪ Bond ▪ Other	General Fund 001.442.26.6419									
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		AABE	_____	%	WAIVER	yes	___	no	___	N/A	___
		WBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		HBE	_____	%	WAIVER	yes	___	no	___	N/A	___
		NABE	_____	%	WAIVER	yes	___	no	___	N/A	___



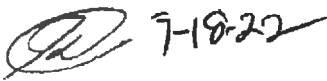
Chief of Police  
James E. Davis

**JACKSON POLICE DEPARTMENT**  
Office of the Chief of Police

Assistant Chief of Police  
Joseph Wade

## Memorandum

**To:** Chokwe Lumumba, Mayor

**From:** James E. Davis, Chief of Police  7-18-22

**Date:** July 18, 2022

**Re:** Order Authorizing the Mayor to Execute an Agreement Between the Jackson Police Department and Rod's House Inc. D/B/A for Food Services at the Jackson Police Training Academy Beginning July 31, 2022 and Ending December 31, 2022

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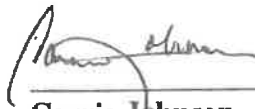
It is my recommendation that the Mayor to Execute an Agreement Between the Jackson Police Department and Rod's House Inc. D/B/A for Food Services at the Jackson Police Training Academy beginning July 31, 2022 and ending December 31, 2022. The Agreement is to provide food for the police recruits during their training. The price of the food services is to not exceed the amount of \$30,000.00.

If you have any questions, or need additional information, please feel free to contact me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1799

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON POLICE DEPARTMENT AND ROD'S HOUSE INC. D/B/A/ CHEAT MEALZ FOR FOOD SERVICES AT THE CITY OF JACKSON POLICE TRAINING ACADEMY BEGINNING JULY 31, 2022 AND ENDING DECEMBER 31, 2022 legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Victoria James, Deputy City Attorney

7/27/2022

DATE

OFFICE OF THE CITY ATTORNEY  
V.J.  
7/27/2022



Chief of Police  
James E. Davis

**JACKSON POLICE DEPARTMENT**  
Administrative Services Bureau  
Tyrone Buckley, Deputy Chief

Assistant Chief of Police  
Joseph Wade

## Memorandum

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**To: James E. Davis, Chief of Police**

**Via: Joseph Wade, Assistant Chief of Police**

**Tyrone Buckley, Deputy Chief of Police, Administrative Services Bureau**

**From: Alfred Cooper, Commander, Administrative Services Bureau** (AC) 07-18-22

**Date: Monday July 18, 2022**

**Re: Request to use Cheat Mealz as the Breakfast provider the Police Training Academy**

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This memorandum serves as a request to utilize Cheat Mealz catering service as the breakfast provider for the Police Training Academy

The Jackson Police Department is scheduled to conduct a Recruit Training class starting July 31, 2022. We currently using Country Fisherman to provide the lunch and dinner meals for the class. The previous provider for the breakfast is no longer interested and Country Fisherman does not provide that service.

I have found a caterer, who is a vendor for the city, who has agreed to provide the breakfast meal. Cheat Mealz is a catering service operated by Mr. Rod Wilson. His company comes highly recommended and provides health conscious meals.

With the upcoming Recruit class start date quickly approaching, it is extremely important that we secure a provider for all meals. The hiring and training of officers to replenish our ranks is a priority for the department. We cannot begin the class until this issue is resolved.

I request that we utilize Cheat Mealz as the breakfast provider. This company is already recognized by the city as a vendor and has worked with the city before, making the approval process less exhaustive.

Thank you for your consideration in this matter

Attachments: Cheat Mealz quote for meals



**MANAGEMENT AND OPERATING AGREEMENT  
BETWEEN  
THE CITY OF JACKSON  
AND  
ROD'S HOUSE INC, DBA CHEAT MEALZ**

This Management and Operating Agreement (this "Agreement") is made effective the 31st day of July 2022, by and between:

The **City of Jackson** ("Client"), a government entity, located at 327 East Pascagoula St., Jackson, MS 39205; and

**ROD'S HOUSE INC. DBA CHEAT MEALZ** (the "**Company**"), a Mississippi profit corporation, with a principal place of business at 3015 JR Lynch St, Jackson, Mississippi 39209

(collectively, the "Parties" and each a "Party").

**I. PRELIMINARY STATEMENT**

The Company and Client desire to enter into this Agreement which sets forth the terms, provisions and conditions upon which Client engages the Company to provide Food Services (as defined herein) for Client's clientele, employees, visitors and invited guests.

**II. AGREEMENT**

**FOR AND IN CONSIDERATION** of the mutual covenants, terms, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties mutually agree as follows;

**1. RELATIONSHIP OF THE PARTIES**

The Company shall be an independent contractor and shall retain exclusive control over its employees and agents. Employees of the Company are not intended to be employees of Client under the meaning or application of any federal, state, or local unemployment insurance laws. Social Security law, or any workers' compensation law, labor law, or otherwise. Nothing in this Agreement shall be deemed to create a partnership, association, mandate, agency, joint venture, employer/employee or landlord-tenant relationship between Client and the Company. Neither Party shall have any authority to bind the other Party in any respect or to enter into contracts or agreements on behalf of the other Party. Each party shall take any steps necessary to negate to any other person or to the general public any implied or apparent authority to act for or on behalf of the other created by the sharing of Client's Premises.

**2. FOOD SERVICES**

The Company shall furnish prepared food and beverages, at such times, and in accordance with such menus as are mutually agreed upon by Client and the Company. In addition, the Company shall provide administrative, executive, and other related technical assistance to support the Food Services on Client's Premises. The Company will comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety, and health of the Food Services operation, and shall procure and maintain all necessary licenses and permits. Client will cooperate as necessary for the Company's compliance and procurement efforts.

**3. TERM**

The initial term of this Agreement (the "Initial Term") shall commence at 12:01 a.m. on July 31, 2022 and shall terminate on December 31, 2022.

"Term" or "Term of this Agreement" shall mean the Initial Term.

**4. MANAGEMENT AND PERSONNEL**

**(a) EMPLOYMENT**

- (i) The Company will provide sufficient personnel to ensure prompt service to patrons. Personnel assigned to Client's Premises shall be selected without prior approval of Client.
- (ii) The Company's personnel will adhere to Client's regulations regarding personal behavior, policies, and procedures.
- (iii) The Company shall process and pay the payroll for all its employees providing the Food Services. The Company shall deduct all appropriate contributions and taxes from such employees' checks.
- (iv) The Company shall not hire or attempt to hire any supervisory employee of Client during the Term of this Agreement and for a period of six (6) months following the effective date of any expiration or termination of this Agreement, without prior written approval from Client.
- (v) Client shall not hire or attempt to hire any supervisory employee of the Company during the Term of this Agreement and for a period of six (6) months following the effective date of any expiration or termination of this Agreement unless such employees were employees of Client immediately preceding the effective date of this Agreement. If the Company incurs any costs, including legal fees, retroactive costs, and/or damages, as a result of any personnel action taken by Client or by the Company at the direction of Client, which action the Company would not have taken but for Client's direction, Client shall reimburse the Company for such costs.

**(b) SUPERVISION**

- (i) The Company shall maintain twenty-four (24) hour availability of a responsible employee with decision-making authority to be contacted in case of an emergency. The Company agrees to maintain a schedule with the name and contact number of such employee, or his or her substitute, with Client's designated representative.
- (ii) The Company shall notify Client of the Company's organizational line of authority for management personnel from the local Company representative to the representative at the highest regional corporate level, including contact names and telephone numbers. Client shall be informed of any subsequent changes in the Company's organization. The Company agrees to have one of its corporate representative's contact Client's designated representative within twenty-four (24) hours of Client's request to discuss and resolve issues related to the operation of the Food Services and/or schedule a personal visit to the specific location.

**5. LICENSES, PERMITS, AND TAXES**

The Company shall maintain all necessary licenses and permits related to the execution of this Agreement. In addition, the Company shall be responsible for its city, state, county, local municipality, and federal income taxes, including any income tax burdens arising from the operation of this Agreement. All sales to the Client shall be subject to sales taxes unless Client provides appropriate state and local sales tax exemption certificates. Please note that the designation of tax-exempt status by the IRS provides for an exemption only from income tax and in no way applies to sales tax. If Client provides appropriate state and local sales tax exemption certificates, but is deemed not to be sales tax exempt. Client will notify Company immediately in writing. Client shall reimburse Company for any sales tax, penalties, and interest from the point Client is deemed not to be tax exempt until Client notifies Company that sales tax exemption does not apply.

**6. FINANCIAL TERMS**

In consideration of the Food Services performed by Company and the sale of such products to Client under this Agreement, Company shall invoice Client on a weekly basis. Amounts owed under each invoice shall be paid by Client within 45 days after receipt by Client.

- (a) Company will bill the Client at the rate of \$8.00 per person for breakfast meals, for 1-24 recruits, Monday through Sunday and at a rate of \$7.75 per person for breakfast meals, for 25 or more recruits. The Company shall bill Client for the actual number of meals served. The total cost of services rendered shall not exceed thirty thousand dollars (\$30,000.00) for the term of this agreement.

- (b) Periodically, special meals may be requested by the Client. These meals will be billed in a similar fashion at a rate to be negotiated at the time of ordering the special meal.
- (c) Company will provide an invoice for signature on a daily basis. On the Monday following the week services are provided, Rod's House Inc d/b/a Cheat Meaalz will e-mail or fax a statement of the prior week's charges to the designated Client representative. Payments required to be made by Client to the Company under the terms and conditions of this Agreement shall be made within forty-five (45) days of sending of the statement.
- (d) Unless another address is designated by Rod's House Inc d/b/a Cheat Mealz, payment is to be mailed to:
 

Rod's House Inc  
d/b/a Cheat Mealz  
3015 J.R. Lynch St.  
Jackson, MS 39209
- (e) Acceptable forms of payment are cash, check, electronic funds transfer, MasterCard and Visa.
- (f) Client understands and agrees that interest shall be imposed on the unpaid balance of any past due invoice at the rate of one and a half percent (1.5%) per month until the invoice is paid in full. Client further understands and agrees that Client is responsible and shall pay all costs incurred in connection with the collection of past due balances which include, without limitation, reasonable attorney's fees, expenses, court costs, any and all other collection costs or expenses and interest.

**7. INSURANCE AND INDEMNITY**

- (a) The Company shall maintain Worker's Compensation, Commercial General Liability, Automobile Liability, Product Liability, and Umbrella insurance coverage, during the Term of this Agreement, covering the activities of the Company, its agents, and employees under this Agreement, in the minimum amounts shown below:

<u>Coverage</u>	<u>Minimum Limit</u>
Workers' Compensation	Statutory Limit
Commercial General Liability	\$1,000,000 Each Occurrence, \$2,000,000 General Aggregate Limit
Automobile Liability	\$1,000,000 Each Occurrence
Product Liability	\$1,000,000 Each Occurrence
Umbrella	\$10,000,000

- (b) Client shall maintain Commercial General Liability and Umbrella insurance coverage, during the Term of this Agreement, covering the activities of the Client, its agents, and employees under this Agreement, in the minimum amounts shown below:

<u>Coverage</u>	<u>Minimum Limit</u>
Commercial General Liability	\$1,000,000 Each Occurrence, \$2,000,000 General Aggregate Limit
Umbrella	\$2,000,000

- (c) Upon request, each Party shall furnish the other Party with a certificate of insurance evidencing such insurance coverage(s) required under this Agreement or if requested, a copy of the insurance policy(ies). Each Party shall be named as an additional insured under the other Party's insurance policies required under this Agreement. Upon request, each Party shall provide the other Party with a copy of the additional insured endorsement(s). Each Party shall provide the other Party with thirty (30) days prior notice of any cancellation of any insurance coverage.
- (d) In the event a Party fails to maintain and keep in force the insurance policies required under this Agreement, the other Party shall have the right to cancel and terminate this Agreement upon five (5) days notice. Each Party shall cause a third-party notice endorsement to be added to each respective insurance policy required hereunder requiring the insurer to provide the other Party with notice of cancellation for, among other reasons, non-payment. Upon request, each Party shall provide the other Party with a copy of the third-party notice endorsement(s).
- (e) As applicable and at all times pertinent hereto and with respect to insurance policies required under this Agreement, Client's policies of insurance shall be primary and non-contributing.
- (f) Each Party has the obligation and responsibility to adequately insure its real and/or personal property against loss or damage caused by fire and extended coverage perils.
- (g) Each Party shall procure a clause or endorsement on all policies of insurance required to be carried under the Agreement, denying to the insurer rights of subrogation against the other Party to the extent rights have been waived by the insured Party prior to the occurrence of injury or loss. Each Party, notwithstanding any other provisions of the Agreement to the contrary,

hereby waives any rights of recovery against the other, its agents, officers, partners (either general or limited), officers, directors, shareholders, employees and contractors for injury or loss due to hazards or liability covered by insurance required to be covered under the Agreement (whether actually carried or not) and containing such waiver of subrogation clause or endorsement. Upon request, each Party shall provide the other Party with a copy of the waiver of subrogation endorsement(s).

- (h) Client and the Company shall notify the other Party in writing immediately upon discovery of any claim or possible claim relating to the aforementioned insurance.

## 8. CONFIDENTIALITY

The terms, provisions and conditions of this Agreement are confidential. Client and the Company represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Agreement, except as may be required by law, court order, or other legal authority. Confidentiality, as used in this Paragraph 9, does not extend to Client's or the Company's corporate affiliates. The obligations under this Paragraph 9 shall survive termination of this Agreement.

## 9. TERMINATION

- (a) **Termination for Convenience.** After the first ninety (90) days of operation hereunder, either Client or the Company may terminate this Agreement for any reason upon thirty (30) days advance written notice to the other Party.
- (b) **Termination for Cause.** Except as otherwise provided in this Agreement, in the event that either Party commits any material breach or default of any covenant, warranty, obligation or agreement, or the like, under this Agreement, or fails to perform as required by this Agreement, such breach, default or failure shall be cured within thirty (30) days of written notice by the non-defaulting Party. If the non-defaulting Party cures the breach, default or failure within thirty (30) days of written notice, the notice shall be null and void. If any such breach, default or failure is not be cured within thirty (30) days of written notice by the non-defaulting Party, then the non-defaulting Party shall have the right to immediately terminate this Agreement by written notice to the other Party.
- (c) **Mutual Agreement.** This Agreement may also be terminated by the written agreement signed by both of the Parties.

## 10. GENERAL TERMS AND CONDITIONS

- (a) **FORCE MAJEURE**

Neither Party shall be responsible to the other for any losses resulting from the failure of either Party to perform any terms or provisions of this Agreement, if the Party's failure to perform is attributable to war, riot, or other disorder, fire; flood, or any other act not within the control of the Party whose performance is interfered with, and which, by reasonable diligence, such Party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure." In the event of a Force Majeure, which interferes with the Food Services on Client's Premises, upon request, the Company shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to the Company and Client.

**(b) ASSIGNMENT**

This Agreement may be assigned by either Party with the written consent of the other, except either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate, successor-in-interest, or wholly-owned subsidiary.

**(c) NOTICE**

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address shown below, until notification of a change of such addresses. Rejection or other refusal to accept for any reason, or inability to deliver because of changed address of which proper notice was not given under this Agreement to the other parties, shall be deemed to be receipt of the notice, request, demand or other communication.

Company:                    ROD'S HOUSE INC.  
                                  D/B/A CHEAT MEALZ  
                                  3015 JR Lynch Street  
                                  Jackson, MS 39209  
                                  Attn: Rod Wilson

Client:                      City of Jackson Police Department  
                                  327 East Pascagoula St.  
                                  Jackson, MS 39205  
                                  Attn: Commander Alfred Cooper

**(d) WAIVER**

The failure of the Company or Client to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of: (1) such right or remedy; (2) the requirement of punctual performance; or (3) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(e) **GOVERNING LAW**

This Agreement shall be interpreted, construed and governed according to the laws of the State of Mississippi, without reference to conflicts of law provisions.

(f) **WAIVER OF RIGHT TO TRIAL BY JURY**

Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision thereof.

(g) **NO PERSONAL LIABILITY**

Notwithstanding anything to the contrary contained herein, at law or in equity, no partner, officer, director, member, shareholder, affiliate or attorney of a Party shall have any personal liability to the other Party or any other person (a) under this Agreement, or (b) as a result of the execution and delivery of this Agreement, and the performance or nonperformance of a Party's obligations under this Agreement, or (c) as a result of a default under this Agreement, or the breach of any warranty, covenant, or representation contained in this Agreement, or (d) otherwise. Notwithstanding anything to the contrary contained herein, the provisions of this Paragraph 11(h) shall survive the termination of this Agreement forever, and in the event of a conflict between any other provision of this Agreement and this Paragraph 11(h), the provisions of this Paragraph 11(h) shall prevail.

(h) **SEVERANCE CLAUSE**

If any term or provision of this Agreement is declared illegal, null or void by a court of competent jurisdiction, the remaining terms, provisions and conditions of this Agreement shall remain enforceable as written, as if such illegal, null or void term or provision had not been included herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.



**ROD'S HOUSE INC. D/B/A CHEAT MEALZ,  
A Mississippi profit corporation**

**By: \_\_\_\_\_  
Authorized Signature**

**Name: \_\_\_\_\_  
Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**The City of Jackson  
A Government Entity**

**By: \_\_\_\_\_  
Authorized Signature**

**Name: Chokwe A. Lumumba  
Title: Mayor**

**Date: \_\_\_\_\_**

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name as shown on your income tax return:  
**Bob's House Inc**

Business name, if different from above:  
**Cheat Meatz**

Check appropriate box:  Individual/Sole proprietor     Corporation     Partnership     Other     Exempt from backup withholding

Address (number, street, and apt. or suite no.):  
**3615 J R Lynch St**

City, state, and ZIP code:  
**Jackson Ms. 39209**

List account number(s) here (optional):

Requester's name and address (optional):

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
**412 9894 1918**

or

Employer identification number  
**47-0119126-715**

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here    Signature of U.S. person:     Date: **7-1-22**

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(e) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# CHEAT MEALZ

Rod Wilson  
3015 JR Lynch St.  
Jackson, MS 39209  
(601) 278-3936  
alpha@cheatmealz.com

## Jackson Police Academy Quote:

### Breakfast:

1-24 recruits: \$8.00 per person

25- above recruits: \$7.75 per person

### Lunch:

1-24 recruits: \$10.00 per person

25-above recruits: 9.75 per person

### Dinner:

1-24 recruits: \$12.00 per person

25- above recruits: \$11.75 per person

I appreciate the opportunity of submitting my proposal to you and I am looking forward to working with you and making this new partnership a success for now and the future!

Sincerely,

*Rod Wilson*



**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC.**

OFFICE OF THE CITY ATTORNEY  
10/11/2022  
R. LUMUMBA

**WHEREAS**, Fitlot Inc., is a non-profit corporation whose domicile address is 48 Union Street, Suite 1C, Stamford, CT 06906 and whose principal business office is located at 4035 Washington Avenue, New Orleans LA 70125; AND

**WHEREAS**, on August 20, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a FitLot Partnership Agreement Inc., concerning the installation and construction of an outdoor fitness project at Parham Bridges Park located at 5055 Old Canton Road, in Jackson Mississippi; and

**WHEREAS**, the August 20, 2019 action of the governing authorities is recorded in Minute Book 6P on Pages 561-562; and

**WHEREAS**, on May 26, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute Amendment # 1 and Programmatic Addendum to the Fitlot Partnership Agreement which provided for the sponsoring by AARP of the hiring and training of FitLot Neighborhood Coaches to lead no cost outdoor community fitness classes at Parham Bridges Park Walking Trail and associated social media outreach; and

**WHEREAS**, the May 26, 2020 action of the governing authorities was recorded in Minute Book 6R at Page 128; and

**WHEREAS**, the Department of Parks and Recreation received notice that FitLot, Inc., was awarding the City of Jackson a renewal of programmatic to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals for the hosting of regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park;

**WHEREAS**, the funding is provided by AARP with Fitlot serving as a coordinating party passing the funds to the City of Jackson to fulfill obligations of the previous agreement and amendment; and

**WHEREAS**, the renewal funding awarded to the City of Jackson is \$3,510.00; and

**WHEREAS**, the funding is for the support of 54 classes which are to be held within a 12 month period; and

**WHEREAS**, the City of Jackson will be required to use the Eventbrite registration system and provide FitLot with reports required by the previously executed Partnership Agreement and Amendment; and

**WHEREAS**, the execution of the Programmatic Grant Renewal is consistent with the statutory authority granted the City of Jackson in MCA § 21-17-5 and MCA § 21-37-3 of the Mississippi Code; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor to execute the Programmatic Renewal Addendum submitted to the City of Jackson in July 2022;

Agenda Item No. 43  
Agenda Date 8.2.2022  
(Harris, Lumumba)

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute a Programmatic Grant Renewal with Fitloc, Inc.

**IT IS HEREBY ORDERED** that no monies shall be expended concerning the Programmatic Grant Renewal Addendum.

OFFICE OF THE CITY ATTORNEY  
*[Signature]*  
M. J. [unclear]

## PROGRAMMATIC GRANT RENEWAL

This is an addendum specifying the renewal terms of the previously executed Partnership Agreement and Programmatic Grant Addendum (the "Programmatic Grant Addendum"), dated as of July 1, 2022, by and between City of Jackson Parks & Recreation Department ("Community Partner") and FitLot, Inc. ("FitLot").

### I. BACKGROUND

A. Community Partner and FitLot are parties to a FitLot Partnership Agreement and Programmatic Grant Addendum (the "Agreement"). FitLot and Community Partner previously agreed to collaborate on building and programming an AARP Sponsored Outdoor Fitness Park located at Parham Bridges in Jackson, MS.

FitLot is pleased to grant Community Partner a renewal of programmatic funding to be used for activating the AARP Sponsored Outdoor Fitness Park with local fitness professionals who will host regular, no-cost community classes at the AARP Sponsored Outdoor Fitness Park. The programming of the AARP Sponsored Outdoor Fitness Park is funded by AARP and FitLot is the coordinating party, passing the programmatic funds through to the Community Partner to fulfill the obligations of the previously executed Programmatic Grant and or grant addendums.

### II. GENERAL TERMS

Community Partner and FitLot agree as follows:

#### 1.1 Use of Grant

Community Partner will use the Grant for the purposes previously agreed upon in the Grant Plan. Primarily to support the hiring of local fitness professionals to offer no-cost community classes at the AARP Sponsored Outdoor Fitness Park.

#### 1.2 Grant Period

The renewal "Grant Period" shall be twelve (12) months from the date of fund distribution.

#### 1.3 Grant Amount

The grant renewal shall be in the amount of \$3,510 to support 54 classes over a 12-month period.

#### 1.4 Reporting

Community Partner will utilize the Eventbrite registration system and provide FitLot with reports as set out in the previously executed Programmatic Grant.

#### 1.5 Unspent Funds. (Not Applicable)

- n/a \_\_\_ Community Partner will donate any remaining, "Unspent Funds" from Grant Term number 1, as defined in the original Partnership Agreement in the amount of \$0 to a local YMCA or a local 501(c)(3) organization with a health-related mission, **subject to prior written approval** by FitLot and AARP within fifteen (15) days following the Funding Period. Please email a donation receipt to [Programs@fitlot.org](mailto:Programs@fitlot.org). Grant funds will be disbursed upon receipt of donation confirmation.
- n/a \_\_\_ Or Community Partner agrees to use Unspent Funds in the Amount of \$0 to program an additional (19 classes) classes at \$65 per class during the following 12-month Grant Period. A total of 0 (0 classes + 54) are to be provided during the Grant Period.

## PROGRAMMATIC GRANT RENEWAL

This Programmatic Grant Renewal is acknowledged by the Community Partner as of the date stated in the first paragraph of this Programmatic Grant Renewal:

### Community Partner

### FitLot

By: \_\_\_\_\_

Name:

Title:

Address:

Tel.:

Email:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Adam Mejerson

Title: Executive Director

Address: 4035 Washington Avenue

New Orleans, LA 70125

Tel: 504.264.1568

Email: Adam@FitLot.org

Date: \_\_\_\_\_




Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROGRAMMATIC GRANT RENEWAL ADDENDUM WITH FITLOT, INC.** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.



Carrie Johnson  
Deputy City Attorney

7/20/2020

Date



OFFICE OF THE CITY ATTORNEY  
Harris Lumumba

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LEAVELL WOODS/SYKES ASSOCIATION, INC. FOR THE USE OF CITY-OWNED BASEBALL FIELDS LOCATED IN LEAVELL WOODS PARK**

**WHEREAS**, the City of Jackson owns public property located at *347 Dona Drive, Jackson, Mississippi* which is commonly referred to as *Leavell Woods Park*; and

**WHEREAS**, *Leavell Woods Park* has certain fields which may be utilized for baseball related activities; and

**WHEREAS**, the Leavell Woods/Sykes Association Inc., hereinafter referred to as "*The Association*", would like to utilize the City's baseball fields for practice and baseball related activities; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

**WHEREAS**, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the *exclusive right* to use or occupy public places; and

**WHEREAS**, the City of Jackson is authorized by law to grant *The Association* with a *non-exclusive* right to use its baseball facilities; and

**WHEREAS**, the parties have reached an agreement concerning the use of the public municipal facilities located at *Leavell Woods Park*;

**WHEREAS**, *The Association* will be afforded the non-exclusive use of any of the baseball fields located at *Leavell Woods Park* for a period of one (1) year from the date of execution of the agreement by the Mayor at no cost; and

**WHEREAS**, *The Association* shall be responsible for preparing the fields and cutting the grass for its baseball activities; and

**WHEREAS**, the Director of the Department of Parks and Recreation will assign fields and schedule use of the premises in a manner so as not to deny other similarly situated groups equal access to the park and its facilities; and

**WHEREAS**, *The Association* shall be responsible for assigning individuals to prepare the fields who must attend a field preparation workshop sponsored by the Department of Parks and Recreation; and

**WHEREAS**, *The Association* shall not make permanent physical improvements to the premises prior to obtaining the written consent of the Director of the Department of Parks and Recreation; and

Agenda Item No. 44  
Agenda Date 8.2.2022  
(Harris, Lumumba)

OFFICE OF THE  
CITY CLERK  
JACKSON, MISSISSIPPI

**WHEREAS,** *The Association* will provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing its procurement of comprehensive liability coverage that names the City of Jackson as an additional insured in combined limits of not less than \$1,000,000 for bodily injury and property damage; and

**WHEREAS,** *The Association* agrees to indemnify the City against all damages, liabilities, and expenses and losses incurred as a result of the performance of the agreement; and

**WHEREAS,** the immunity of the City, its officers and employees shall not be construed to be waived by the provisions of the agreement;

**WHEREAS,** *The Association* agrees to comply with Title VI of the Civil Rights Act of 1965 also known as Public Law 88-352 which prohibits the exclusion from participation of individuals based on race, color, age, sex, religion, handicap or national origin;

**IT IS, THEREFORE, REQUESTED,** that the Mayor authorizes the approval of the said Facility Use Agreement between *Leavell Woods/Sykes Association, Inc.* and the *City of Jackson, Mississippi* for the use of the baseball fields located at Leavelle Woods Park for a period of one (1) year commencing from the date of execution of the Agreement by the Mayor of the City of Jackson.

(HARRIS, LUMUMBA)

<b>Item No.</b>	
<b>Date:</b>	

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: July 20, 2022

POINTS		COMMENTS							
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement with the Mississippi Karting Association for the use of city-owned karting track located at Buddy Butts Park							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Economic Development Quality of Life							
3.	<b>Who will be affected</b>	Youth in the area served by this youth association.							
4.	<b>Benefits</b>	Provides youth with recreations on which they can participate in youth karting activities.							
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval							
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	4							
7.	<b>Action implemented by:</b> § City Department <input type="checkbox"/> § Consultant <input type="checkbox"/>	The Department of Parks & Recreation.							
8.	<b>COST</b>	N/A							
9.	<b>Source of Funding</b> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other <input type="checkbox"/>	N/A							
10	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/> WAIVER yes _____ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>					

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

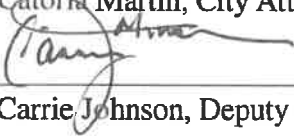
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LEAVELL WOODS/SYKES ASSOCIATION, INC FOR USE OF CITY OWNED FIELDS LOCATED IN LEAVELL WOODS PARK** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney



Carrie Johnson, Deputy City Attorney

6/27/22

Date

6/20/22

Date

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION FOR THE USE OF CITY-OWNED KARTING TRACK LOCATED AT BUDDY BUTTS PARK**

**WHEREAS**, the *City of Jackson* owns public property located at *6180 McRaven Road, Jackson, Mississippi* which is commonly referred to as *Buddy Butts Park*; and

**WHEREAS**, in the *Buddy Butts Park* located at *6180 McRaven Road*, the City of Jackson constructed a Go Kart Race Track, hereinafter called "Track", to be used by small four wheeled motorized vehicles known as Go Karts; and

**WHEREAS**, the *Association* would like to utilize the City's Go Kart Race Track for karting activities; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests care, management, and control of municipal property with the governing authorities; and

**WHEREAS**, Section 21-27-1 of the Mississippi Code prohibits a municipality from granting to a person, firm, or corporation the *exclusive right* to use or occupy public places; and

**WHEREAS**, the City of Jackson is authorized by law to grant the *Association* with a *non-exclusive* right to use its karting facility; and

**WHEREAS**, the parties have reached an agreement concerning the use of the public municipal facilities located at *Buddy Butts Park*;

**WHEREAS**, *The Association* will be afforded the *non-exclusive* use of any of the karting track located at *Buddy Butts Park* for a period of *one (1) year from the date of execution of the agreement by the Mayor at no cost*; and

**WHEREAS**, this Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party; and

**WHEREAS**, *The Association* shall be responsible for preparing the "Track" and cutting the grass for its activities; and

**WHEREAS**, *The Association* shall not make permanent physical improvements to the "Track" prior to obtaining the written consent of the Director of the Department of Parks and Recreation; and

**WHEREAS**, *The Association* will provide the Director of the Department of Parks and Recreation with a certificate of insurance evidencing its procurement of comprehensive liability coverage that names the City of Jackson as an additional insured in combined limits of not less than \$1,000,000 for bodily injury and property damage; and

Agenda Item No. 45 Agenda Date 8.2.2022 (Harris, Lumumba)
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OFFICE OF THE CITY ATTORNEY  
T. Owsen, Mayor

**WHEREAS**, *The Association* agrees to indemnify the City against all damages, liabilities, and expenses and losses incurred as a result of the performance of the agreement; and

**WHEREAS**, the immunity of the City, its officers and employees shall not be construed to be waived by the provisions of the agreement; and

**WHEREAS**, *The Association* agrees to comply with Title VI of the Civil Rights Act of 1965 also known as Public Law 88-352 which prohibits the exclusion from participation of individuals based on race, color, age, sex, religion, handicap or national origin;

**IT IS, THEREFORE, ORDERED**, that the Mayor be authorized to execute a Facility Use Agreement with Mississippi Karting Association Inc. for the use of the karting track located at *Buddy Butts Park* for a period of *one (1) year commencing from the date of execution of the Agreement by the Mayor of the City of Jackson.*



Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



"One City, One Aim, One Destiny"

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation  
**Date:** July 20, 2022  
**Re:** Facility Use Agreement

---

Order requesting approval of a Facility Use Agreement with MS Karting Association and the City of Jackson Parks & Recreation at Buddy Butts Park, for a period of one (1) year.

The Department of Parks and Recreation recommends that the Facility Use Agreement with MS Karting Association at Buddy Butts Park be submitted for the Council's consideration.

Thank you.

IBHjr/sa

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Parks and Rec Administrative Office Date: 3-14-22

Billing Address: 1000 Metro Center, Suite 104

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Parks and Rec Administrative Office (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1000 Metro Center, Suite 104 Jackson, MS, 39212

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1 INITIAL PAYMENT</b>	
a Initial / Start-up Service	\$ <u>34.00</u>
b One-Time Charges	\$ <u>0</u>
c Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (1a + 1b + 1c)	\$ <u>34.00</u>
<b>2 Quarterly TREATMENT SERVICE CHARGES</b>	
a Quarterly Treatment Service Charges	\$ <u>34.00</u>
b Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (2a + 2b)	\$ <u>34.00</u>

### V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11900  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Park Maintenance Facility Date: 3-14-22

Billing Address: 3880 Bullard St.

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/Park Maintenance Facility (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3880 Bullard St.  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 801-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Mymelle Gardens (Includes House) Date: 3-14-22

Billing Address: 4736 Clinton Blvd.

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Mymelle Gardens (Includes House) (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 4736 Clinton Blvd. Jackson, MS, 39204

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A IPCM service representative shall service the Customer (service frequency)  1 Time Even Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A The cost of the services described herein shall be \$ 84.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B

PAYMENT SUMMARY	
<b>1 INITIAL PAYMENT</b>	
a. Initial / Start-up Service	\$ <u>84.00</u>
b. One-Time Charges	\$ <u>0</u>
c. Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (1a + 1b + 1c)	\$ <u>84.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges	\$ <u>84.00</u>
b. Sales Tax (if applicable)	\$ <u>0</u>
TOTAL (2a + 2b)	\$ <u>84.00</u>

### V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R11880  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Battlefield Park Community Center Date: 3-14-22

Billing Address: 853 Porter St.

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Battlefield Park Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 853 Porter St.  
Jackson, MS, 39204

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charge .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charge .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Grove Park Community Center Date: 3-14-22

Billing Address: 4126 Parkway Ave.

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Grove Park Community Center (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 4126 Parkway Ave. Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_
- All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R1560  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name Jayne Avenue Community Center Date 3-14-22

Billing Address 3615 Jayne Ave.

City Jackson State MS Zip Code 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Jayne Avenue Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3615 Jayne Ave.  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Verox P. Middleton Community Center Date: 3-14-22

Billing Address: 3971 Flag Chapel Road

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Verox P. Middleton Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3971 Flag Chapel Road  
Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_
- B. All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charge .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charge .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11892  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Champion Gymnasium Date: 3-14-22

Billing Address: 1355 Hattiesburg St.

City: Jackson State: MS Zip Code 39204 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/Champion Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1355 Hattiesburg St. Jackson, MS, 39204

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1 INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2 Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE**: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED**: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11680

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Kurtz Gymnasium Date: 3-14-22

Billing Address: 125 Gymnasium Avenue

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Kurtz Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 125 Gymnasium Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be canceled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B. \_\_\_\_\_

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brandt  
Inspector Name (PRINT) R11880  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Medgar Evers Gymnasium Date: 3-14-22

Billing Address: 3159 Edwards Avenue

City: Jackson State: MS Zip Code 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/Medgar Evers Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3159 Edwards Avenue  
Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions. 1. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. **2. Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B. \_\_\_\_\_

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charge .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charge .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Sykes Gymnasium Date: 3-14-22  
Billing Address: 520 Sykes Road  
City: Jackson State: MS Zip Code: 39212 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Sykes Gymnasium (the Customer) and Integrated Pest Control Maintenance.  
B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 520 Sykes Road  
Jackson, MS. 39212

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.  
B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.  
B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charge .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.  
B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Boland

Inspector Name (PRINT)

R11680  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature \_\_\_\_\_

Date \_\_\_\_\_

Customer's Signature \_\_\_\_\_

Date \_\_\_\_\_

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Westside Gymnasium Date: 3-14-22

Billing Address: 1450 Wiggins Road

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/Westside Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1450 Wiggins Road  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B. \_\_\_\_\_

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R11880  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Grove Park Golf Municipal Course Date: 3-14-22

Billing Address: 1800 Walter Dutch Welch Dr.

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Grove Park Golf Municipal Course (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1800 Walter Dutch Welch Dr. Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 65.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>65.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>65.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>65.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>65.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Marveth Braland

Inspector Name (PRINT)

R11880  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-8522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Pete Brown Golf Facility Date: 3-14-22

Billing Address: 3200 West Woodrow Wilson Dr.

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Pete Brown Golf Facility (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3200 West Woodrow Wilson Dr.  
Jackson, MS. 39209

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 65.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>65.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>65.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>65.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>65.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11880  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Battlefield Tennis Center Date: 3-14-22

Billing Address: 953 Porter St.

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Battlefield Park Community Center (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 953 Porter St. Jackson, MS, 39204

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>34.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>34.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>34.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>34.00</u>

### V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland  
Inspector Name (PRINT) \_\_\_\_\_ R11680  
Employee ID# or Certification # \_\_\_\_\_

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Parham Bridges Tennis Center Date: 3-14-22

Billing Address: 5055 Old Canton Road

City: Jackson State: MS Zip Code 39211 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Parham Bridges Tennis Center (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 5055 Old Canton Road Jackson, MS, 39211

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>34.00</u>
b. One-Time Charge .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>34.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>34.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>34.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11890  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

**Integrated Pest Control Maintenance**  
P. O. Box 957  
Jackson, MS 39205-0957

**The Jackson Zoo Pest Control Quote**

March 14, 2022

**Service Location:**

The Jackson Zoo  
2918 W. Capitol St.  
Jackson, MS. 39209

Regular monthly pest control maintenance where necessary and includes inspection and treatment of problem areas. This will also include the monthly inspections and placement of baits in all tamper proof rodent bait stations.( Initial agreement is for 12 months)

**Initial Service Charge:** \$618.00  
(Includes Pest Service and Placement of Bait Stations)

**Tamper Proof Rodent Bait Stations** \$1000.00  
50X\$20.00= \$1000  
1X Charge

**Total Initial Fee:** \$1618.00

**Regular Monthly Service Charge After Initial:** \$517.00

Thank you,

Kenneth Breland

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Tennis Center South Date: 3-14-22

Billing Address: 2827 Oak Forest Dr.

City: Jackson State: MS Zip Code: 39212 Phone: \_\_\_\_\_

### I. INTENT

- A This Agreement is intended to constitute a mutual understanding between City of Jackson/ Tennis Center South (the Customer) and Integrated Pest Control Maintenance.
- B The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 2827 Oak Forest Drive  
Jackson, MS, 39212

### II. SCOPE AND NATURE OF WORK

- A Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>34.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>34.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>34.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>34.00</u>

### V. MATERIALS

- A The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Bristol

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

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This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH THE MISSISSIPPI KARTING ASSOCIATION** has been reviewed by me and is legally sufficient for loading into NOVUS Agenda.

*[Handwritten signature of Carrie Johnson]*

\_\_\_\_\_  
**Carrie Johnson**  
**Deputy City Attorney**

*[Handwritten date: 7/27/2022]*

\_\_\_\_\_  
**Date**

Agenda Item No. 46  
 Agenda Date 8.2.2022  
 (Harris, Lumumba)

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER AUTHORIZING A MAINTENANCE AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE, LLC AND THE CITY OF JACKSON, MISSISSIPPI PARKS AND RECREATION DEPARTMENT FOR ONE (1) YEAR AT EIGHTEEN (18) PARK AND RECREATIONAL FACILITIES IN THE CITY OF JACKSON FOR COMMERCIAL PEST CONTROL SERVICES (WARDS 1-7) (HARRIS, LUMUMBA)**

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the care and maintenance of our park facilities by providing year-round commercial pest control services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEREAS, the Department of Parks and Recreation is requesting *Integrated Pest Control Maintenance, LLC* to provide a variety of commercial pest control services to the eighteen (18) City of Jackson, Park and Recreational facilities; and

Pest Control Service Locations	Account Number	Initial Service Fee	Regular Monthly Fee
Parks and Recreation Administrative Office	005.501.10.6419	0	\$34.00
Park Maintenance Facility	005.501.10.6419	0	\$40.00
Mynelle Gardens	005-504.80-6419	0	\$84.00
Battlefield Park Community Center Grove Park Community Center Jayne Avenue Community Center Vergy P. Middleton Community Center	005-501.25-6419	0	\$40.00 (4) \$160.00
Champion Gymnasium Kurts Gymnasium Medgar Evers Gymnasium Sykes Gymnasium Westside Gymnasium	005-501.26-6419	0	\$40.00 (5) \$200.00
Grove Park Municipal Golf Course Pete Brown Golf Facility	005-504.30-6419	0	\$65.00 (2) \$130.00
Dorothy Vest Tennis Center Parham Bridges Tennis Center Tennis Center South	005-501.26-6419	0	\$34.00 (3) \$102.00
The Jackson Zoo	390-498.00-6419	\$1,618.00	\$517.00

**WHEREAS**, the Department of Parks and Recreation is requesting for *Integrated Pest Control Maintenance, LLC* to provide commercial pest control services for a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson; and

**WHEREAS**, the Department of Parks and Recreation believes honoring this *Integrated Pest Control Maintenance, LLC* Agreement at the eighteen (18) City of Jackson, Park and Recreational Facilities, is in the best interest of the City of Jackson; and

**IT IS, THEREFORE, ORDERED** that the commercial pest control services agreement is accepted from *Integrated Pest Control Maintenance, LLC* a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson, at eighteen (18) City of Jackson Park and Recreational facilities, and said payments for the same are authorized; and

**IT IS, FURTHER ORDERED**, that the Mayor is authorized to execute an agreement with *Integrated Pest Control Maintenance, LLC* for commercial pest control services at eighteen (18) City of Jackson Parks and Recreational facilities, one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson, for the above referenced account numbers.

**(HARRIS, LUMUMBA)**

<i>Item No.:</i>	
<i>Date:</i>	

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/25/2022

## OFFICE OF THE CITY ATTORNEY

---

This, **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED PEST CONTROL MAINTENANCE FOR ONE (1) YEAR AT EIGHTEEN (18) PARK AND RECREATIONAL FACILITIES** has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System..



Carrie Johnson  
Deputy City Attorney

7/25/2022

Date





OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY CONSTANT CONTACT FOR EMAIL MARKETING SUPPORT FOR THE JACKSON ZOO, IN THE AMOUNT OF TWO THOUSAND, FOUR HUNDRED AND FIFTY-SEVEN DOLLARS (\$2,457.00). (HARRIS, LUMUMBA)**

**WHEREAS**, Constant Contact is an all-in-one, automated email marketing company, utilized by the Jackson Zoo; and

**WHEREAS**, Constant Contact offers email marketing automation to help drive sales by keeping the audience engaged, while building business relationships; and

**WHEREAS**, Constant Contact is a full-service automated email marketing support service, providing 24/7 service, which includes the following service:

- **Welcomes New Contacts** - Automatically sends targeted welcome emails, when new contact leads are highly interested in the Jackson Zoo.
- **Nurtures Leads** – Creates drip campaigns to target contacts, based on how they interact with the Jackson Zoo’s marketing emails.
- **Engages the Audience** – Segments contacts by sending messages to the right people and also automatically resends emails to non-openers.
- **Expands the Reach** – Finds new customers with sign-up forms and list-building tools, like Facebook and Instagram ads.

**WHEREAS**, Constant Contact was a vendor used by the Jackson Zoological Society, Inc. to provide marketing services; and

**WHEREAS**, the Department of Parks and Recreation did not sever the relationship with Constant Contact when it assumed management responsibilities for the zoo; and

**WHEREAS**, Constant Contact provided services from July 09, 2021 through July 09, 2022 totaling the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00).

**IT IS, HEREBY, ORDERED** that payment in the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00) be made to Constant Contact for the invoice received during the period of one (1) year starting July 09, 2021 through July 09, 2022.

Agenda Item No. 47  
Agenda Date 8.2.2022  
(Harris, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 7/14/2022

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
<b>1.</b>	<b>Brief Description/Purpose</b>	Order ratifying payments for services performed by Constant Contact for automated email marketing support for the Jackson Zoo and authorizing payment in the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00).										
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life										
<b>3.</b>	<b>Who will be affected</b>	The Jackson Zoo.										
<b>4.</b>	<b>Benefits</b>	To ensure constant email marketing automation services.										
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon City Council approval.										
<b>6.</b>	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Ward 5  No										
<b>7.</b>	<b>Action implemented by:</b> § City Department <input type="checkbox"/> § Consultant <input type="checkbox"/>	The Jackson Zoo.										
<b>8.</b>	<b>COST</b>	Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00).										
<b>9.</b>	<b>Source of Funding</b> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other <input type="checkbox"/>	Account: 390-498.00-6419										
<b>10.</b>	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** July 14, 2022  
**RE:** CONSTANT CONTACT (the Jackson Zoo)

---

Order ratifying payments for services performed by Constant Contact for automated email marketing support for the Jackson Zoo in the amount of Two Thousand, Four Hundred and Fifty-Seven Dollars (\$2,457.00).

Constant Contact is an all-in-one, automated email marketing company, utilized by the Jackson Zoo.

The Department of Parks and Recreation & the Jackson Zoo, recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

Office of the City Attorney

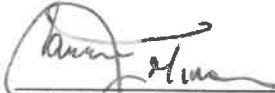
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
7/22/02

## OFFICE OF THE CITY ATTORNEY

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This, **ORDER RATIFYING THE PAYMENT OF INVOICES FOR MARKETING SERVICES PROVIDED TO ZOO IN THE AMOUNT OF \$2,457.00** has been reviewed by me and is legally sufficient for loading into NOVUS Agenda.

  
\_\_\_\_\_  
**Carrie Johnson**  
Deputy City Attorney

7/22/02  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
A. V. M. U. 11/17/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC (OVG) FOR THE USE OF EXHIBIT HALL B AT THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FOUR HUNDRED DOLLARS TO PROVIDE SECURITY AT THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR (ALL WARDS).**

**WHEREAS**, on Wednesday, October 5, 2022, from 7 am to 5 pm, the City of Jackson, along with other business and community stakeholders, will host the Annual Senior Health and Wellness Fair at the Jackson Convention Complex; and

**WHEREAS**, OVG manages the Jackson Convention Complex for the Capital City Convention Commission and has agreed to provide space for the Senior Health and Wellness Fair and has waived customary rental fees associated with the use of the facility; and

**WHEREAS**, it is anticipated that two unarmed security guards will be made available to the City of Jackson for eight (8) hours resulting in a total cost of \$400.00; and

**WHEREAS**, the best interest of the City of Jackson and its citizenry would be served by authorizing the expenditure of \$400.00 for the two unarmed security guards and the Mayor's execution of an event license agreement with OVG related to the use of Exhibit Hall B at the Jackson Convention Complex for the Annual Senior Health and Wellness Fair; and

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the Event License Agreement with OVG for the use of Exhibit Hall B at Jackson Convention Complex facilities to host the Annual Senior Health and Wellness Fair.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$400.00 may be paid to OVG for the two unarmed security guards.

Agenda Item No. 48  
Agenda Date 8.2.2022  
(Kidd Lumumba)


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

6/2/22  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																														
1.	<b>Brief Description/Purpose</b>	Item authorizes the Mayor to execute a license agreement with OVG for use of space to host the Senior Health and Wellness Fair.																														
2.	<b>Mayoral Priority Addressed</b> <ul style="list-style-type: none"> <li>○ Public Safety</li> <li>○ Economic Development</li> <li>○ Housing</li> <li>○ Infrastructure</li> <li>○ Education</li> </ul>	None																														
3.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life																														
4.	<b>Who/What will be affected &amp; Benefits</b>	Promotes and encourages healthy living and educates senior citizens on the importance of maintaining good health.																														
5.	<ul style="list-style-type: none"> <li>○ Contract</li> <li>○ Project</li> </ul> <b>(Beginning date)</b> <b>(Completion date)</b>	October 5, 2022																														
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> <b>(area)</b> <b>Project limits if applicable</b>	Jackson Convention Complex (All Wards)																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services Senior Services Division																														
8.	<b>COST</b>	\$400.00 for unarmed security																														
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	General Fund – Account#-001434.206419																														
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 35%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
ABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
AABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																											
NABE	_____ %	WAIVER	yes _____	no _____	N/A _____																											

**MEMORANDUM**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director   
Department of Human and Cultural Services

**DATE:** June 2, 2022

**SUBJECT:** Lease Agreement for Senior Health and Wellness Fair

---

The Department of Human and Cultural Services Senior Services Division is currently planning the annual Senior Health and Wellness Fair. This event will be held at the Jackson Convention Complex on October 5, 2022.

This Order will authorize you to execute the License Agreement with OVG, the party who manages the Jackson Convention Complex for use of the facility. It also authorizes the expenditure of \$400.00 for unarmed security costs, which is the only fee being charged by OVG.

Should you desire additional information, please do not hesitate to notify me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC (OVG) FOR THE USE OF EXHIBIT HALL B AT THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FOUR HUNDRED DOLLARS TO PROVIDE SECURITY AT THE ANNUAL SENIOR HEALTH AND WELLNESS FAIR is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* 

6/15/22

DATE

OFFICE OF THE CITY ATTORNEY  
X. J.M.  
6/15/22



OFFICE OF THE CITY ATTORNEY  
6/15/22

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM FOR THE CITY OF JACKSON (ALL WARDS).**

**WHEREAS**, the Jackson Medical Mall Foundation Transportation Division has partnered with the Mississippi Department of Transportation (MDOT) and the City of Jackson's Human and Cultural Division through Senior Services, for funding to support the Senior Transportation Program, which provides senior patrons and individuals with disabilities transportation services to nutrition, medical, and social destinations; and

**WHEREAS**, the Department of Human and Cultural Services, through its Senior Services, is recommending that the City of Jackson enter into a contractual agreement with the Jackson Medical Mall Foundation to provide the following: (1) efficient and effective transportation services for individuals who are considered senior (60+); (2) effective transportation services to nutrition, medical, and social destinations; (3) services that will focus primarily on increasing access to goods and services that are required to increase social interaction and decrease elderly isolation; (4) increase social interaction, community integration and decrease isolation among individuals who are 60+ in age; and (5) help participants maintain a sense of independence in their personal, social, and physical decision making; and

**WHEREAS**, under the proposed contractual agreement, the City of Jackson will provide funding for the program incorporating shared federal, state, and/or local resources, provide certification and recertification of participants, and provide case assessment services from October 1, 2022, through September 30, 2023; and

**WHEREAS**, the City of Jackson, through the Department of Human and Cultural Services, will provide Two Hundred Thousand Dollars and No Cents (\$200,000) out of the general fund; and

**WHEREAS**, the City of Jackson is seeking federal grant funds from Central Mississippi Planning and Development District to fund the Senior Transportation Program, and when awarded, the funds will cover a share of the project's costs; and

**WHEREAS**, MDOT has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty-Five Dollars and No Cents (\$214,885.00); and

**WHEREAS**, the City of Jackson will be billed monthly in the amount of Twenty-Eight Thousand and Five Hundred and Ten Dollars and No Cents (\$28,510.00), which will be applied towards the total costs of the project, which is Five Hundred and Fifty-Seven Thousand Dollars and No Cents (\$557,000.00); and

**WHEREAS** upon the completion of transportation services, the Jackson Medical Mall Foundation shall submit a monthly invoice to the City of Jackson by the 8<sup>th</sup> of each month, the City of Jackson shall pay the Jackson Medical Mall Foundation within 45 days after receiving an invoice; and

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a contractual agreement with the Jackson Medical Mall Foundation for the Senior Transportation from October 1, 2022, through September 30, 2023.

Agenda Item No. 49  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

**IT IS FURTHER ORDERED** that when awarded, the City of Jackson accepts and is authorized to receive additional funding from the Central Mississippi Planning and Development District/Area Agency on Aging and the Mississippi Department of Transportation.

**IT IS FURTHER ORDERED** that the Two Hundred Thousand Dollars and No Cents (\$200,000) be provided from the General Fund.


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

6/2/22  
DATE

<b>POINTS</b>		<b>COMMENTS</b>					
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a contractual agreement with the Jackson Medical Mall Foundation for the 2022-2023 fiscal year for the Senior Transportation Program of the City of Jackson (All Wards).					
2.	<b>Mayoral Priority Addressed</b> <ul style="list-style-type: none"> <li>○ Public Safety</li> <li>○ Economic Development</li> <li>○ Housing</li> <li>○ Infrastructure</li> <li>○ Education</li> </ul>	None					
3.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life					
4.	<b>Who/What will be affected &amp; Benefits</b>	Program improves the quality of life for elderly residents of the City of Jackson.					
5.	<ul style="list-style-type: none"> <li>○ Contract</li> <li>○ Project</li> </ul> <b>(Beginning date)</b> <b>(Completion date)</b>	October 1, 2022 -September 30, 2023					
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City wide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services Senior Services Division					
8.	<b>COST</b>	\$557,000					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	Federal (CMPDD) \$142,115 (projected award amount) Federal (MDOT) \$214,885 Local \$200,000 Acct. #125 920.306419					
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A ___	
		AABE _____ %	WAIVER	yes ___	no ___	N/A ___	
		WBE _____ %	WAIVER	yes ___	no ___	N/A ___	
		HBE _____ %	WAIVER	yes ___	no ___	N/A ___	
		NABE _____ %	WAIVER	yes ___	no ___	N/A ___	

**MEMO**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director   
Department of Human and Cultural Services

**DATE:** June 2, 2022

**SUBJECT:** ORDER AUTHORIZING CONTRACTUAL AGREEMENT WITH THE  
JACKSON MEDICAL MALL FOUNDATION

---

This agenda item authorizes the execution of a contractual agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program in the City of Jackson. The term period is from October 1, 2022 through September 30, 2023. Funding to be applied is as follows: Federal – Central Mississippi Planning and Development District - \$142,115; Federal – Mississippi Department of Transportation - \$214,885; and the City of Jackson – \$200,000. The total cost of the program is \$557,000.



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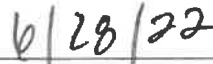
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
6/15/22



**ORDER AUTHORIZING THE MAYOR TO EXECUTE TWELVE COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE (IPCM) TO PROVIDE PEST CONTROL SERVICES AT TWELVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND ONE HUNDRED AND NINETY-TWO DOLLARS**

OFFICE OF THE CITY ATTORNEY  
8/2/2022

**WHEREAS**, Section 21-17-5 of the Mississippi Code states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

**WHEREAS**, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

**WHEREAS**, the following buildings are under the auspices of the Department of Human and Cultural Services and need pest control services: Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T. L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Center, and Tougaloo Senior Citizens Center; and

**WHEREAS**, pest control services are necessary for the facilities mentioned above to ensure the safety and well-being of the citizens and patrons of the City of Jackson; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the City of Jackson enter into a Commercial Services Agreement with IPCM with the cost and frequency of pest control services, as follows:

1. Mississippi Arts Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Mississippi Arts Center quarterly.
2. Russell C. Davis Planetarium shall be \$127.00 plus tax of \$0.00 per service. IPCM shall provide service to the Russell C. Davis Planetarium quarterly.
3. Smith Robertson Museum shall be \$112.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Museum quarterly.
4. Thalia Mara Hall shall be \$93.00 plus tax of \$0.00 per service. IPCM shall provide service to the Thalia Mara Hall quarterly.
5. Municipal Art Gallery shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Municipal Art Gallery quarterly.

Agenda Item No. 50  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

6. Smith Robertson Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Smith Robertson Center monthly.
7. Sykes Park Senior Citizens Center shall be \$72.00 plus tax of \$0.00 per service. IPCM shall provide service to the Sykes Park Senior Citizens Center monthly.
8. T..L. Love Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the T. L. Love Senior Citizens Center monthly.
9. Johnnie Champion Senior Citizens Center shall be \$60.00 plus tax of \$0.00 per service. IPCM shall provide service to the Champion Senior Citizens Center monthly.
10. Tougaloo Senior Citizens Center shall be \$70.00 plus tax of \$0.00 per service. IPCM shall provide service to the Tougaloo Senior Citizens Center monthly.
11. Westside Early Childhood Development Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Westside Early Childhood Development Center monthly.
12. Jones Early Childhood Development Center shall be \$90.00 plus tax of \$0.00 per service. IPCM shall provide service to the Jones Early Childhood Development Center monthly.

**WHEREAS**, the total cost of providing pest control services at the facilities mentioned above under the Department of Human and Cultural Services is Eight Thousand One Hundred and Ninety-Two Dollars and No Cents (\$8,192.00); and

**WHEREAS**, the Commercial Services Agreement will automatically cancel after twelve (12) months and a new service agreement must be entered into; and

**WHEREAS**, services may be canceled at any time during the twelve (12) month service agreement as long as a thirty (30) day notice of cancellation has been received by IPCM. Once a cancellation notice has been received, the account will be considered inactive and after thirty (30) days, no additional charges will be assessed; and

**WHEREAS**, upon request, IPCM shall furnish to the City of Jackson a certificate of liability insurance coverage in effect; and

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute twelve Commercial Services Agreements with Integrated Pest Control Maintenance to provide pest control services at Jones Early Childhood Development Center, Westside Early Childhood Development Center, Russell C. Davis Planetarium, Mississippi Arts Center, Thalia Mara Hall, Smith Robertson Museum, Municipal Art Gallery, T. L. Love Senior Citizens Center, Johnnie Champion Senior Citizens Center, Sykes Park Community Center, Smith Robertson Center, and



Tougaloo Senior Citizens Center for twelve months in an amount not to exceed Eight Thousand One Hundred and Ninety-Two Dollars and No Cents (\$8,192.00).


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 6/15/22

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute twelve commercial services agreements with Integrated Pest Control Maintenance (IPCM) to provide pest control services at twelve facilities managed by the Department of Human and Cultural Services for the 2022-2023 fiscal year and authorizing payment in the amount of eight thousand one hundred and ninety-two dollars.																																													
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li><input type="radio"/> Youth &amp; Education</li> <li><input type="radio"/> Crime Prevention</li> <li><input type="radio"/> Changes in City Government</li> <li><input type="radio"/> Neighborhood Enhancement</li> <li><input type="radio"/> Economic Development</li> <li><input type="radio"/> Infrastructure and Transportation</li> <li><input type="radio"/> Quality of Life</li> </ul>	Quality of Life																																													
3.	<b>Who will be affected</b>	Citizens and patrons of the City of Jackson will be affected.																																													
4.	<b>Benefits</b>	Services will improve the quality of life for citizens and patrons of the City of Jackson.																																													
5.	<b>Schedule</b> (Beginning date) (Completion date)	October 1, 2022 - September 30, 2023.																																													
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li><input type="radio"/> Mayor's Office</li> <li><input type="radio"/> City Department</li> <li><input type="radio"/> Consultant</li> </ul>	Department of Human and Cultural Services																																													
8.	<b>COST</b>	\$8,192.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li><input type="radio"/> General Fund</li> <li><input type="radio"/> Enterprise</li> <li><input type="radio"/> Grant</li> <li><input type="radio"/> Bond</li> </ul> <b>Other</b>	General Fund Accounts - #001-40810-6419 #001-41810-6419 #001-41910-6419 #001-43300-6419 #001-43600-6419 #001-43420-6419 #001-59810-6419																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%; text-align: center;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">___</td> <td style="width: 5%;">no</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																							

**MEMO**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director   
Department of Human and Cultural Services

**DATE:** June 15, 2022

**SUBJECT:** ORDER AUTHORIZING THE EXECUTION OF TWELVE  
COMMERCIAL SERVICES AGREEMENTS WITH  
INTEGRATED PEST CONTROL MAINTENANCE

---

This agenda item authorizes the execution of twelve commercial services agreements with Integrated Pest Control Maintenance to provide pest control services at twelve facilities managed by the Department of Human and Cultural Services for the 2022-2023 fiscal year. The cost of providing this service is eight thousand one hundred and ninety-two dollars (8,192.00).

Should you desire additional information, please do not hesitate to notify me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756


## OFFICE OF THE CITY ATTORNEY

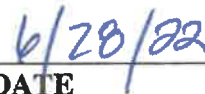
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE TWELVE COMMERCIAL SERVICES AGREEMENTS WITH INTEGRATED PEST CONTROL MAINTENANCE (IPCM) TO PROVIDE PEST CONTROL SERVICES AT TWELVE FACILITIES MANAGED BY THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES FOR THE 2022-2023 FISCAL YEAR AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHT THOUSAND ONE HUNDRED AND NINETY-TWO DOLLAR** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Sondra Moncure**, *Deputy City Attorney* 



**DATE**

OFFICE OF THE CITY ATTORNEY  
6/15/22  


OFFICE OF THE CITY ATTORNEY  
8/15/22  
D.J.M.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM FOR THE CITY OF JACKSON (ALL WARDS).**

**WHEREAS**, the Jackson Medical Mall Foundation Transportation Division has partnered with the Mississippi Department of Transportation (MDOT) and the City of Jackson's Human and Cultural Division through Senior Services, for funding to support the Senior Transportation Program, which provides senior patrons and individuals with disabilities transportation services to nutrition, medical, and social destinations; and

**WHEREAS**, the Department of Human and Cultural Services, through its Senior Services, is recommending that the City of Jackson enter into a contractual agreement with the Jackson Medical Mall Foundation to provide the following: (1) efficient and effective transportation services for individuals who are considered senior (60+); (2) effective transportation services to nutrition, medical, and social destinations; (3) services that will focus primarily on increasing access to goods and services that are required to increase social interaction and decrease elderly isolation; (4) increase social interaction, community integration and decrease isolation among individuals who are 60+ in age; and (5) help participants maintain a sense of independence in their personal, social, and physical decision making; and

**WHEREAS**, under the proposed contractual agreement, the City of Jackson will provide funding for the program incorporating shared federal, state, and/or local resources, provide certification and recertification of participants, and provide case assessment services from October 1, 2022, through September 30, 2023; and

**WHEREAS**, the City of Jackson, through the Department of Human and Cultural Services, will provide Two Hundred Thousand Dollars and No Cents (\$200,000) out of the general fund; and

**WHEREAS**, the City of Jackson is seeking federal grant funds from Central Mississippi Planning and Development District to fund the Senior Transportation Program, and when awarded, the funds will cover a share of the project's costs; and

**WHEREAS**, MDOT has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty-Five Dollars and No Cents (\$214,885.00); and

**WHEREAS**, the City of Jackson will be billed monthly in the amount of Twenty-Eight Thousand and Five Hundred and Ten Dollars and No Cents (\$28,510.00), which will be applied towards the total costs of the project, which is Five Hundred and Fifty-Seven Thousand Dollars and No Cents (\$557,000.00); and

**WHEREAS** upon the completion of transportation services, the Jackson Medical Mall Foundation shall submit a monthly invoice to the City of Jackson by the 8<sup>th</sup> of each month, the City of Jackson shall pay the Jackson Medical Mall Foundation within 45 days after receiving an invoice; and

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a contractual agreement with the Jackson Medical Mall Foundation for the Senior Transportation from October 1, 2022, through September 30, 2023.

Agenda Item No. 51  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

**IT IS FURTHER ORDERED** that when awarded, the City of Jackson accepts and is authorized to receive additional funding from the Central Mississippi Planning and Development District/Area Agency on Aging and the Mississippi Department of Transportation.

**IT IS FURTHER ORDERED** that the Two Hundred Thousand Dollars and No Cents (\$200,000) be provided from the General Fund.


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

6/2/22  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a contractual agreement with the Jackson Medical Mall Foundation for the 2022-2023 fiscal year for the Senior Transportation Program of the City of Jackson (All Wards).					
2.	<b>Mayoral Priority Addressed</b> <ul style="list-style-type: none"> <li>○ Public Safety</li> <li>○ Economic Development</li> <li>○ Housing</li> <li>○ Infrastructure</li> <li>○ Education</li> </ul>	None					
3.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life					
4.	<b>Who/What will be affected &amp; Benefits</b>	Program improves the quality of life for elderly residents of the City of Jackson.					
5.	<ul style="list-style-type: none"> <li>○ Contract</li> <li>○ Project</li> </ul> <b>(Beginning date)</b> <b>(Completion date)</b>	October 1, 2022 -September 30, 2023					
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City wide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services Senior Services Division					
8.	<b>COST</b>	\$557,000					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	Federal (CMPDD) \$142,115 (projected award amount) Federal (MDOT) \$214,885 Local \$200,000 Acct. #125 920.306419					
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A ___	
		AABE _____ %	WAIVER	yes ___	no ___	N/A ___	
		WBE _____ %	WAIVER	yes ___	no ___	N/A ___	
		HBE _____ %	WAIVER	yes ___	no ___	N/A ___	
		NABE _____ %	WAIVER	yes ___	no ___	N/A ___	

**MEMO**

**TO:** The Honorable Chokwe A. Lumumba  
Mayor

**FROM:** Adriane Kidd, Ed.D., Director   
Department of Human and Cultural Services

**DATE:** June 2, 2022

**SUBJECT:** ORDER AUTHORIZING CONTRACTUAL AGREEMENT WITH THE  
JACKSON MEDICAL MALL FOUNDATION

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This agenda item authorizes the execution of a contractual agreement with the Jackson Medical Mall Foundation for the Senior Transportation Program in the City of Jackson. The term period is from October 1, 2022 through September 30, 2023. Funding to be applied is as follows: Federal – Central Mississippi Planning and Development District - \$142,115; Federal – Mississippi Department of Transportation - \$214,885; and the City of Jackson – \$200,000. The total cost of the program is \$557,000.

Should you desire additional information, please do not hesitate to notify me.





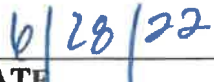
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH THE JACKSON MEDICAL MALL FOUNDATION FOR THE 2022-2023 FISCAL YEAR FOR THE SENIOR TRANSPORTATION PROGRAM OF THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Sondra Moncure, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
6/28/22  
SM



OFFICE OF THE CITY ATTORNEY  
VJ  
6/10/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)**

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipient; to provide Test Administrator Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Dr. Melody Fortune is capable and qualified to conduct the Test Administrator Services and prepare the report required by W. K. Kellogg Foundation; and .

**WHEREAS**, City submitted an application to W.K. Kellogg Foundation to request a twelve (12) month no cost extension due to obstacles related to Covid-19; and

**WHEREAS**, the W.K. Kellogg Foundation issued a letter to the city on April 25, 2022, extending the grant period through December 31, 2022; and

**WHEREAS**, the March 3, 2020 Order authorized an agreement with Dr. Melody Fortune in an amount not to exceed thirty thousand dollars (\$30,000.00) for the provision of Early Childhood Test Administrator Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

**WHEREAS**, remaining funds authorized from March 3, 2020 Order will be used to compensate Dr. Melody Fortune in an amount not to exceed twenty thousand dollars (\$20,000.00).

**IT IS HEREBY ORDERED** that the Mayor be authorized to modify the existing agreement with Dr. Melody Fortune for the provision set forth herein.

**IT IS FURTHER ORDERED** that the contract time to complete the project be extended to December 31, 2022.

Agenda Item No. 52  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 5/16/22

POINTS	COMMENTS																																								
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)																																								
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3. Who will be affected	Residents with children ages four and five																																								
4. Benefits	Educational																																								
5. Schedule (Beginning date) (Completion date)	May 1, 2022																																								
6. Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide																																								
7. Action implemented by: <ul style="list-style-type: none"> <li>o Mayor's Office</li> <li>o City Department</li> <li>o Consultant</li> </ul>	Department of Human and Cultural Services																																								
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## **MEMO**

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Dr. Adriane Dorsey Kidd, Director**   
**Department of Human and Cultural Services**

**DATE: May 16, 2022**

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)**

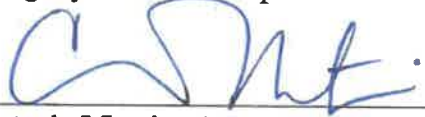

This agenda item authorizes the execution of a contractual agreement with Dr. Melody Fortune to provide certain Early Childhood Test Administrator Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

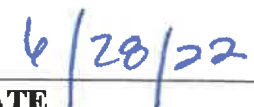
Should you desire additional information, please do not hesitate to notify me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. MELODY FORTUNE TO EXTEND THE COMPLETION DATE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022 is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
VJ  
6/15/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
V.J. 6/10/2022

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

**WHEREAS**, it is in the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Dr. Rodney Washington dba Consulting Plus is capable and qualified to conduct evaluation and prepare the report required by W. K. Kellogg Foundation; and

**WHEREAS**, City submitted an application to W.K. Kellogg Foundation to request a twelve (12) month no cost extension due to obstacles related to Covid-19; and

**WHEREAS**, the W.K. Kellogg Foundation issued a letter to the city on April 25, 2022, extending the grant period through December 31, 2022; and

**WHEREAS**, the March 3, 2020 Order authorized an agreement with Dr. Rodney Washington dba Consulting Plus in an amount not to exceed sixty thousand dollars (\$60,000.00) for the provision of services set forth herein and to analyze, evaluate, and report required by W.K. Kellogg Foundation related thereto including but not limited to printing and binding the aforementioned report.

**WHEREAS**, remaining funds authorized from the March 3, 2020 Order will be used to compensate Dr. Rodney Washington dba Consulting Plus in an amount not to exceed thirty-five thousand dollars (\$35,000.00).

**IT IS HEREBY ORDERED** that the Mayor is authorized to modify the existing agreement with Dr. Rodney Washington dba Consulting Plus for the provision set forth herein.

**IT IS FURTHER ORDERED** that the contract time to complete the project be extended to December 31, 2022.

Agenda Item No. 53  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

ITEM 10 POINT DATA SHEET

DATE: 5/16/22

POINTS		COMMENTS				
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)				
2.	Public Policy Initiative <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education Economic Development				
3.	Who will be affected	Residents with children ages four and five				
4.	Benefits	Educational				
5.	Schedule (Beginning date) (Completion date)	May 1, 2022				
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide				
7.	Action implemented by: <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services				
8.	COST	Not to exceed \$35,000.00				
9.	Source of Funding <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant  076- 43311-6419				
10.	EBO participation	ABE _____%	WAIVER	yes ___	no ___	N/A
		AABE _____%	WAIVER	yes ___	no ___	N/A
		WBE _____%	WAIVER	yes ___	no ___	N/A
		HBE _____%	WAIVER	yes ___	no ___	N/A
		NABE _____%	WAIVER	yes ___	no ___	N/A



# MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

**FROM:** Adriane Dorsey Kidd, Director   
Department of Human and Cultural Services

**DATE:** May 16, 2022

**SUBJECT: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADMENDMENT TO THE AGREEMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022. (KIDD, LUMUMBA)**

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This agenda item authorizes the execution of a contractual agreement with Dr. Rodney Washington dba as Consulting Plus to provide certain Early Childhood Evaluator Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

Should you desire additional information, please do not hesitate to notify me.

Office of the City Attorney

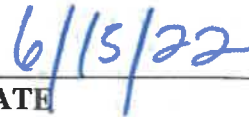
455 East Capitol Street  
Post Office Box 2779  
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Telephone: (601) 960-1799  
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## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT APPROVED ON MARCH 3, 2020, WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO EXTEND THE DATE TO PROVIDE EVALUATION SERVICES TO THE CITY OF JACKSON TO DECEMBER 31, 2022 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*  
Victoria James, *Deputy City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY  
VJ-4/17/2022

OFFICE OF THE CITY ATTORNEY  
D. G. [Signature]

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. LATASHA HADLEY PRESIDENT AND MANAGER OF A SINGLE MEMBER LIMITED LIABILITY COMPANY REGISTERED AS LOVING HANDS EDUCATIONAL SERVICES TO PROVIDE COMMUNITY ENGAGEMENT STRATEGIST SUPPORT SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

**WHEREAS**, on May 28, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a contract with Dr. Noel Didla to provide city and community engagement services in connection with the “Ready to Learn” initiative funded by a grant from the W.K. Kellog Foundation; and

**WHEREAS**, the May 28, 2019 action of the Council is recorded in Minute Book 6P at Page 226; and

**WHEREAS**, in lieu of contracting with Dr. Noel Didla, the administration hired Dr. Didla as an employee to provide the services; and

**WHEREAS**, Dr. Noel Didla terminated employment with the City of Jackson in November 2021; and

**WHEREAS**, additional community engagement services are needed and the best interest of the City of Jackson would be served by contracting with a capable and qualified individual to provide the additional services; and

**WHEREAS**, the time for completing performance of the W.K. Kellog Foundation grant is December 31, 2022; and

**WHEREAS**, Dr. LaTasha Hadley is the president and manager of a single member limited liability company registered as Loving Hands Educational Services LLC and is capable of providing the community engagement services; and

**WHEREAS**, Dr. LaTasha Hadley has agreed to perform the following services at a cost of \$25,000.00: (a) Convene a team to model best practices in early childhood education; (b) assist with identifying appropriate Early Childhood Development curriculums; (c) provide kindergarten readiness testing, assessments, and recommendations; (d) expose the City’s Early Childhood Development teachers, parents, and program directors to appropriate resources ; ( e) provide oversight for projects by coordinating a project of Early Childhood Development professionals which includes an Early Childhood Test Administrator, Early Childhood Coach, and Program Evaluator; and

**WHEREAS**, the services will be provided by Dr. Hadley through December 31, 2022; and

Agenda Item No. 54  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

OFFICE OF  
CITY AT-LARGE

**WHEREAS**, if a dispute arises under the agreement which results in the City of Jackson prevailing, the City will be entitled to recover costs including legal and related fees in enforcing the agreement in addition to injunctive or monetary relief; and

**WHEREAS**, the agreement with Dr. Hadley will be governed by the laws of the State of Mississippi; and

**WHEREAS**, Dr. Hadley's relationship with the City will be that of an independent contractor;

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Dr. Latasha Hadley, President and Manager of Loving Hands Educational Services LLC in an amount not to exceed Twenty Five Thousand and Dollars (\$25,000) for the provision of Community Engagement Strategy Services.

**IT IS HEREBY ORDERED** that the compensation paid Dr. Hadley pursuant to the agreement shall be funded by monies awarded the City by the W.K. Kellogg Foundation.

Item No. \_\_\_\_\_

Agenda Date \_\_\_\_\_

By: Kidd

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** June 17, 2022  
DATE

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	Order Authorizes Mayor Execute Contract with Dr. Natasha Hadley to provide Community Engagement Strategy Services								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation  7. Quality of Life	Youth and Education								
3.	<b>Who will be affected</b>	City of Jackson, Dr. Natasha Hadley, residents of Jackson								
4.	<b>Benefits</b>	Satisfies performance required by W.K. Kellogg Foundation Agreement								
5.	<b>Schedule (beginning date)</b>	Upon council approval								
6.	<b>Location:</b> § WARD  § CITYWIDE (yes or no) (area)  § Project limits if applicable	Not applicable								
7.	<input type="checkbox"/> <b>Action implemented by:</b> <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human and Cultural Services								
8.	<b>COST</b>	\$25,000.00								
9.	<input type="checkbox"/> <b>Source of Funding</b> <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Kellogg Foundation Grant								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

# MEMORANDUM



TO: Mayor Chokwe Lumumba

FROM: Adriane Dorsey Kidd, Director of Human and Cultural Services

DATE: June 17, 2022

**RE: Community Engagement Strategy Services**

---

The agenda item which accompanies this memo requests that the Council authorize you to execute a contract with Dr. Natasha Hadley to provide Community Engagement Strategy Services in connection with the City's performance of the grant agreement awarded by the W.K. Kellogg Foundation.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
11/10/2022

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING MAYOR TO EXECUTE A CONTRACT WITH DR. LATASHA HADLEY, PRESIDENT AND MANAGER OF LOVING HANDS EDUCATIONAL SERVICES LLC is legally sufficient for inserting in the NOVUS Agenda system..

  
\_\_\_\_\_  
Carrie Johnson, Sr. Deputy City Attorney

6/24/2022  
\_\_\_\_\_  
Date





**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZAKIYA SUMMERS D/B/A LADY GODIVA PRODUCTIONS, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
8/2/2022

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients; to provide Social Marketing Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Zakiya Summers D/B/A Lady Godiva Productions, LLC is capable and qualified to conduct Social Marketing Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Zakiya Summers D/B/A Lady Godiva Productions, LLC in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for the provision of Social Marketing Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Agenda Item No. 55  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

**CITY COUNCIL AGENDA**

**ITEM 10 POINT DATA SHEET**

DATE: 5/23/2022

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Zakiya Summers D/B/A Lady Godiva Productions, LLC to provide Social Marketing Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education Economic Development					
3.	<b>Who will be affected</b>	Residents with children ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	May 1, 2022					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$15,000					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant  076- 43311-6419					
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A	
		AABE _____ %	WAIVER	yes ___	no ___	N/A	
		WBE _____ %	WAIVER	yes ___	no ___	N/A	
		HBE _____ %	WAIVER	yes ___	no ___	N/A	
		NABE _____ %	WAIVER	yes ___	no ___	N/A	

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM:  Adriane Dorsey Kidd, Director  
Department of Human and Cultural Services**

**DATE: May 24, 2022**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH ZAKIYA SUMMERS DBA LADY GODIVA PRODUCTIONS, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Zakiya Summers D/B/A Lady Godiva Productions, LLC to provide Social Marketing Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

Should you desire additional information, please do not hesitate to notify me.

# Zakiya Summers

P.O. Box 21210 | Jackson, Mississippi 39289  
(601) 955-9761 | [zeesummers@gmail.com](mailto:zeesummers@gmail.com)

## *Public Office:*

Mississippi State Representative, District 68 | elected November 2019  
Hinds County Election Commissioner, District 3 | appointed March 2015; elected November 2016

## *Experience:*

January 2013-Present *Public Relations/Event Planning Consultant - Lady Godiva Productions, LLC*

- Develop, coordinate, and execute a variety of public relations, marketing strategies, community outreach activities, and special events for various non-profit organizations
- Oversee social marketing/communications plans and clearly communicate updates on outcomes/results
- Develop and manage content and collateral for digital, print, and broadcast mediums

September 2015-November 2019 *ACLU of Mississippi* Jackson, MS  
*Director of Communications & Advocacy*

- Develop plans and strategies to promote advocacy campaigns, disseminate news, and broaden audiences
- Handle all aspects of media relations, including writing and distributing press materials, developing messaging, arranging interviews, and coaching spokespersons
- Manage online presence on website, social media channels, and email subscribers
- Produce and manage all print collateral, including newsletters, brochures, annual reports, promotional items
- Lead team of five in grant-funded strategic initiatives to promote and defend civil liberties across Mississippi

April 2012-November 2014 *One Voice* Jackson, MS  
*Events & Communications Director*

- Plan, organize, coordinate, promote, fundraise, and facilitate events year-round, locally and nationally
- Develop communications and media plans to market activities and issue-related work
- Develop content, publications, and strategies to support activities and partnerships, print and online
- Assist with negotiations and keep track of all finances

August 2008-March 2012 *Jackson Medical Mall Foundation* Jackson, MS  
*Internal Relations Coordinator/Public Relations Manager*

- Develop and coordinate a variety of special events, community outreach and promotional activities
- Develop and maintain tenant and customer demographic database
- Assist with leading tenant recruitment and tenant orientation
- Coordinate recognition of various health observances (i.e. breast cancer awareness, etc.)
- Coordinate special projects, news conferences, and media management
- Write and distribute all publications; arrange and conduct mall tours and speaking engagements, serve as spokesperson; Assist with website and photography of events

## *Community & Professional Affiliations:*

- Hinds County Federation of Democratic Women
- Jayne Avenue Neighborhood Association, Secretary & Jackson Association of Neighborhoods Board
- Mississippi Sickle Cell Foundation, Vice Chair
- MS State Dept. of Health District V Family Planning Advisory Council
- NAACP, Jackson City Branch
- University of Mississippi Medical Center Community Advisory Board
- W.K. Kellogg Foundation Community Leadership Network Fellow
- Zeta Phi Beta Sorority, Inc., Social Action Chair

## *Education:*

Bachelor of Journalism | University of Missouri - Columbia | May 2005

## *References:*

Aisha Carson, Program Director  
MS Black Women's Roundtable  
(601) 566-3334  
[aishacarsonmpa@gmail.com](mailto:aishacarsonmpa@gmail.com)

Jeanne Tate, Chair  
MS Sickle Cell Foundation  
(601) 953-0310  
[jeannetate@yahoo.com](mailto:jeannetate@yahoo.com)

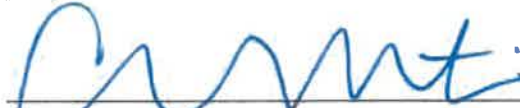
Cynthia Palmer, Exec. Director  
MS Civil Rights Veterans  
(601) 977-7914  
[mississippicivilrightsveterans@gmail.com](mailto:mississippicivilrightsveterans@gmail.com)

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ZAKIYA SUMMERS D/B/A LADY GODIVA PRODUCTIONS, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Catoria Martin, City Attorney  
Victoria James, Deputy City Attorney *vj*

*6/15/22*  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
*6/14/2022*



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. ROSHUNDA HARRIS TO PROVIDE TEACHER COACHING SERVICES TO THE CITY OF JACKSON (KIDD, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
11/13/2022

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide Teacher Coaching Services and report on the effectiveness of its programming; and

**WHEREAS**, it is in the best interest of the City to hire an independent agent/agency to coach, mentor and model best practices for the program; and

**WHEREAS**, the City submitted an application to W.K. Kellogg Foundation to request a twelve (12) month no cost extension due to multiple obstacles related to Covid-19; and

**WHEREAS**, the W.K. Kellogg Foundation issued a letter to the City on April 25, 2022, extending the grant period through December 31, 2022; and

**WHEREAS**, in March 3, 2020, the governing authorities for the City of Jackson authorized the Mayor to execute a contract with Trenia Allen, EdD, LCSW to provide the Teaching Coaching Services at a cost not to exceed thirty thousand dollars (\$30,000.00); and

**WHEREAS**, Trenia Allen, EdD, LCSW was paid the sum of ten thousand dollars (\$10,000.00) for services; and

**WHEREAS**, the contract of Trenia Allen, EdD, LCSW expired upon its term on December 31, 2021; and

**WHEREAS**, the March 3, 2020 Order authorized thirty thousand dollars (\$30,000.00) for the provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report; and

**WHEREAS**, there is a need for additional Teacher Coaching Services; and

**WHEREAS**, Dr. Roshunda Harris is capable and qualified to conduct the Teacher Coaching Services and prepare the report required by W. K. Kellogg Foundation; and

**WHEREAS**, remaining funds authorized on March 3, 2020, will be used to compensate Dr. Roshunda Harris in an amount not to exceed twenty thousand dollars (\$20,000.00) for the provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an agreement with Dr. Roshunda Harris in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for the

Agenda Item No. 56  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

provision of Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

**IT IS FURTHER ORDERED** that the contract time to complete the project be extended to December 31, 2022.

Item No. \_\_\_\_\_

Agenda Date \_\_\_\_\_

By: (Kidd, Lumumba)



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** June 17, 2022

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	Order Authorizes Mayor Execute Contract with Dr. Roshunda Harris for Teaching Coaching Services								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth and Education								
3.	<b>Who will be affected</b>	City of Jackson, Dr. Roshunda Harris, Early Childhood teachers, students and parents of City of Jackson Early Childhood program								
4.	<b>Benefits</b>	Equips teachers with tools necessary to ensure that pre-kindergarten students are prepared to enter kindergarten ready to learn								
5.	<b>Schedule (beginning date)</b>	Upon council approval								
6.	<b>Location:</b> § <b>WARD</b>  § <b>CITYWIDE (yes or no) (area)</b>  § <b>Project limits if applicable</b>	Not applicable								
<input type="checkbox"/>	<b>Action implemented by:</b>	Department of Human and Cultural Services								
<input type="checkbox"/>	§ <b>City Department</b>									
7. <input type="checkbox"/>	§ <b>Consultant</b>									
8.	<b>COST</b>	\$20,000.00								
<input type="checkbox"/>	<b>Source of Funding</b>	Kellogg Foundation Grant								
<input type="checkbox"/>	§ <b>General Fund</b>									
<input type="checkbox"/>	§ <b>Grant</b>									
<input type="checkbox"/>	§ <b>Bond</b>									
9. <input type="checkbox"/>	§ <b>Other</b>									
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

# MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Adriane Dorsey Kidd, Director  
Department of Human and Cultural Services**

**DATE: June 17, 2022**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH DR ROSHUNDA HARRIS**

---

This agenda item authorizes the execution of a contractual agreement with Dr. Roshunda Harris to provide Teaching Coaching Services as part of the performance required by the W.K. Kellogg Foundation agreement. The terms and compensation have been agreed to by Dr. Harris.

Should you desire additional information, please do not hesitate to notify me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. ROSHUNDA HARRIS PROVIDE THE TEACHER COACHING SERVICES TO THE CITY OF JACKSON** legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney  
Victoria James, Deputy City Attorney



DATE

OFFICE OF THE CITY ATTORNEY  
7/14/2022



OFFICE OF THE CITY ATTORNEY  
VJ 8/2/2022

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure Jackson’s four- and five-year-old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide mental health services; and

**WHEREAS**, it is in the best interest of the City to hire an independent agent/agency to provide mental health services; and

**WHEREAS**, Mississippi Families for Kids is capable and qualified to provide mental health services for Jackson’s four and five-year-old residents in kindergarten as required by W. K. Kellogg Foundation; and

**WHEREAS**, the effective date shall commence upon execution of the agreement by both parties and shall continue uninterrupted for a period of eight months unless terminated earlier.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute an agreement with Mississippi Families for Kids in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) for the provision of mental health services set forth herein and to analyze, evaluate, and report as required by the W.K. Kellogg Foundation, including but not limited to printing and binding any necessary reports.

Agenda Item No. 57  
Agenda Date 8.2.2022  
(Kidd, Lumumba)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 6/1/2022

POINTS		COMMENTS																																								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)</b>																																								
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education Economic Development																																								
3.	<b>Who will be affected</b>	Residents with children ages four and five																																								
4.	<b>Benefits</b>	Mental Health																																								
5.	<b>Schedule</b> (Beginning date) (Completion date)	May 1, 2022																																								
6.	<b>Location:</b> <b>Ward:</b> <b>CITYWIDE (yes or no)</b> <b>(area)</b> <b>Project limits if applicable</b>	Citywide																																								
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services																																								
8.	<b>COST</b>	Not to exceed \$35,000																																								
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> <b>Other</b>	Kellogg Grant  076- 43311-6419																																								
10.	<b>EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ABE</td> <td style="width: 10%; text-align: right;">_____ %</td> <td style="width: 20%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 30%;">N/A</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A																																			
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A																																			
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A																																			
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A																																			
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A																																			

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

**FROM: Adriane Dorsey Kidd, Director**   
Department of Human and Cultural Services

**DATE: June 1, 2022**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON.**

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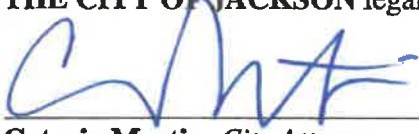
This agenda item authorizes the execution of a contractual agreement with Mississippi Families for Kids to provide Mental Health Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

Should you desire additional information, please do not hesitate to notify me.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

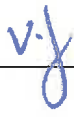
## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI FAMILIES FOR KIDS TO PROVIDE MENTAL HEALTH SERVICES TO THE CITY OF JACKSON** legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*



7/22/22

DATE

OFFICE OF THE CITY ATTORNEY  
7/11/2022



**ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY OF JACKSON MISSISSIPPI FOR A TERM PERIOD BEGINNING JULY 15, 2022 AND ENDING JULY 14, 2023.**

OFFICE OF THE CITY ATTORNEY  
7/27/2022

**WHEREAS**, the Environmental System Research Institute ("ESRI") Inc. standard mapping software is currently utilized by the Geographic Information System (GIS) Division and the Department of Planning and Development; and

**WHEREAS**, the City of Jackson's (City) existing software maintenance agreement for ESRI software expired on July 14, 2022; and

**WHEREAS**, in order to ensure the continued maintenance of the City's ESRI software, it is necessary to execute another maintenance agreement with ESRI, Inc.; and

**WHEREAS**, ESRI, Inc., has proposed to perform one year of maintenance service to the City's ESRI software, as well as perform needed service upgrades to said software to ensure the City is in line with current standards, at a cost not to exceed thirty thousand five hundred fifty-seven dollars (\$30,557.00) for a term period beginning July 15, 2022 and ending July 14, 2023; and

**WHEREAS**, the GIS Division and the Department of Planning and Development recommends the execution of a software maintenance agreement with ESRI, Inc., to ensure the continued use and utilization of the City's ESRI software.

**WHEREAS**, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

**IT IS THEREFORE, ORDERED**, that the Mayor is authorized to execute a maintenance agreement with Environmental System Research Institute, Inc., to provide maintenance and service upgrades to the City of Jackson Mississippi Environmental System

Agenda Item No. 58  
Agenda Date 8.2.2022  
(Hillman, Lumumba)

Research Institute software, at a cost not to exceed thirty thousand five hundred fifty-seven dollars (\$30,557.00) for a term period beginning July 15, 2022 and ending July 14, 2023.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 7/18/22**

<b>P O I N T S</b>		<b>C O M M E N T S</b>															
1.	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO PROVIDE MAINTENANCE AN SERVICE UPGRADES TO THE CITY OF JACKSON MISSISSIPPI ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE FOR A TERM PERIOD BEGINNING JULY 15, 2022 AND ENDING JULY 14, 2023.															
2.	<b>Purpose</b>	Continues Geographic Information System (GIS) services															
3.	<b>Who will be affected</b>	All departments utilizing GIS services.															
4.	<b>Benefits</b>	Continued GIS Service access.															
5.	<b>Schedule (beginning date)</b>	July 15, 2022															
6.	<b>Location:</b> • <b>WARD</b> • <b>CITYWIDE</b> (yes or no) (area) • <b>Project limits if applicable</b>	CITWIDE															
7.	<b>Action implemented by:</b> • <b>City Department</b>  • <b>Consultant</b>	Department of Planning & Development															
8.	<b>COST</b>	not to exceed thirty thousand five hundred fifty-seven dollars (\$30,557.00)															
9.	<b>Source of Funding</b> • <b>General Fund</b> • <b>Grant</b> • <b>Bond</b> • <b>Other</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">TBD</td> <td style="width:50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>								TBD							
TBD																	
10.	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___X___ N/A ___X___ N/A ___X___ N/A ___X___ N/A ___X___													



**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

**From:** Jordan Rae Hillman, AICP, Director

**Date:** July 19, 2022

**Subject:** Agenda Item

Attached you will find an item for the agenda approving a maintenance agreement with Environmental System Research Institute ("ESRI") for the City of Jackson Mississippi Geographic Information System (GIS) software, GIS server services, web platform, public viewers, and mapping tools. This maintenance agreement is annual and runs from July 15, 2022 until July 14, 2023.



This is a sole-source procurement. ESRI is the owner and manufacturer and the sole provider of all U.S. domestic enterprise agreements. ESRI is the only source that can grant a right to deploy products as part of an enterprise agreement. ESRI is the only source that can provide maintenance on ESRI products.

The maintenance agreement for this year shall not exceed \$30,557.00.

Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY OF JACKSON MISSISSIPPI FOR A TERM ESRI SOFTWARE FOR A TERM PERIOD BEGINNING JULY 15, 2022 AND ENDING JULY 14, 2023 legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Carrie Johnson, Senior Deputy City Attorney  
Victoria James, Deputy City Attorney 

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
7/27/2022



Esri Inc  
380 New York Street  
Redlands CA 92373

## Subject: Renewal Quotation

**Date:** 07/26/2022  
**To:** Jordan Hillman  
**Organization:** City of Jackson  
Administration Dept  
**Fax #:** 601-960-2192 **Phone #:** 601-960-1993  
**From:** Roni Garlington  
**Fax #:** **Phone #:** + 19097932853 Ext. 6713  
**Email:** rgarlington@esri.com

Number of pages transmitted  
(including this cover sheet): 6

Quotation #26093424  
Document Date: 07/26/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

# Quotation

**Date:** 07/26/2022

**Quotation Number:** 26093424

**Contract Number:** 2003MPA6052

City of Jackson  
Administration Dept  
Information Systems Div  
353 S Congress St  
Jackson MS 39201-4702  
**Attn:** Jordan Hillman  
**Customer Number:** 10488

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**  
Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Roni Garlington  
**Please include the following remittance address on your Purchase Order:**  
Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023	3,030.00	3,030.00
1010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023	1,212.00	6,060.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023	1,515.00	1,515.00
3010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023	1,212.00	2,424.00
4010	1	87232	505.00	505.00

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Roni Garlington      **Ext:** 6713

[GARLINGTONR]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328536713

**Quotation**  
Page 2

**Date:** 07/26/2022

**Quotation Number:** 26093424

**Contract Number:** 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
5010	3	87233	202.00	606.00
		ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
6010	1	87198	505.00	505.00
		ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
7010	1	100571	505.00	505.00
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
8010	3	100572	202.00	606.00
		ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
9010	1	127625	808.00	808.00
		ArcGIS CityEngine Single Use Primary Maintenance Start Date: 07/15/2022 End Date: 07/14/2023		
10010	1	133114	2,525.00	2,525.00
		ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA State Concurrent Use Annual Subscription Start Date: 07/15/2022 End Date: 07/14/2023		
11010	3	153148	505.00	1,515.00
		ArcGIS Online Creator Annual Subscription Start Date: 07/15/2022 End Date: 07/14/2023		
12010	11	157007	101.00	1,111.00
		ArcGIS Community Analyst Web App Online Annual Subscription Start Date: 07/15/2022 End Date: 07/14/2023		
13010	2	159044	505.00	1,010.00





**esri**

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328536713

**Quotation**  
Page 3

Date: 07/26/2022

Quotation Number: 26093424

Contract Number: 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Insights in ArcGIS Online Annual Subscription Start Date: 07/15/2022 End Date: 07/14/2023		
14010	8	165533	354.00	2,832.00
		ArcGIS Online Mobile Worker Annual Subscription Start Date: 07/15/2022 End Date: 07/14/2023		
15010	1	115680	5,000.00	5,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/15/2022 End Date: 07/14/2023		
15020	1	109839		
		ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 07/15/2022 End Date: 07/14/2023		
15030	1	109840		
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 07/15/2022 End Date: 07/14/2023		

<b>Item Subtotal</b>	30,557.00
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 30,557.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328536713

## Quotation

Page 4

Date: 07/26/2022

Quotation Number: 26093424

Contract Number: 2003MPA6052

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[GARLINGTON]



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190979328536713

# Quotation

Page 5

<b>Date:</b> 07/26/2022		<b>Quotation No:</b> 26093424		<b>Customer No:</b> 10488		<b>Contract No:</b> 2003MPA6052	
<b>Item</b>	<b>Qty</b>	<b>Material#</b>		<b>Unit Price</b>		<b>Extended Price</b>	

**US FEDERAL CUSTOMERS:** If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



**ORDER AUTHORIZING AMENDMENT NO. 2 WITH CROWN ENGINEERING, PLLC FOR ENGINEERING SERVICES FOR WEST CAPITOL STREET IMPROVEMENTS (WARD 5)**

**WHEREAS**, the City Council approved a professional engineering services agreement with Crown Engineering, PLLC, on August 6, 2019 in an amount not to exceed \$248,404.37; and

**WHEREAS**, the City Council approved Amendment No. 1 for construction administration services with Crown Engineering, PLLC, on January 5, 2021 in an amount not to exceed \$868,804.37; and

**WHEREAS**, Crown Engineering, PLLC has encountered additional cost related to additional construction administration services totaling \$35,400.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson amend the Engineering Services Agreement with Crown Engineering, PLLC, in a total amount not to exceed \$904,204.37 for the West Capitol Street Improvements.

**IT IS, THEREFORE, ORDERED** that Amendment No. 2 for engineering services with Crown Engineering, PLLC, in an amount not to exceed \$904,204.37, for the West Capitol Street Improvements is accepted.

Agenda Item No. 59  
Agenda Date 8.2.2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**April 29, 2022**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING AMENDMENT NO. 2 WITH CROWN ENGINEERING, PLLC FOR ENGINEERING SERVICES FOR WEST CAPITOL STREET IMPROVEMENTS (WARD 5)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	<b>Who will be affected</b>	Residents and Businesses on West Capitol Street																																													
4.	<b>Benefits</b>	Road Infrastructure Improvements																																													
5.	<b>Schedule (beginning date)</b>	Ongoing																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	West Capitol Street, Ward 5																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Total Cost: \$904,400.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	157-45190-6413																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Marlin King, Director  
Public Works Department



Date: April 29, 2022

### **Background:**

Attached you will find an item for the City Council Agenda requesting authority to amend an engineering service agreement with Crown Engineering, PLLC, for additional construction administration services for the West Capitol Street Improvements. City staff has reviewed the amended scope of services and recommends approving an amended engineering services agreement with Crown Engineering, PLLC.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2719  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1750  
5/10/22

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING AMENDMENT NO. 2 WITH CROWN ENGINEERING, PLLC FOR ENGINEERING SERVICES FOR WEST CAPITOL STREET IMPROVEMENTS (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

5/10/22  
DATE



**CONTRACT AMENDMENT NO. 2 FOR  
CONSTRUCTION ADMINISTRATION SERVICES**

**West Capitol Street Improvements  
(Prentiss Street to I-220)  
(City Project Number 19B4014.501)**

This is an AMENDMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, a Mississippi municipal corporation (hereinafter called the "OWNER"), and CROWN ENGINEERING, PLLC, having its principal place of business at 5269 Keele Street, Jackson, Mississippi 39206 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER and Engineer entered into an agreement that authorized the Engineer to provide professional engineering services for Street Improvements on West Capitol Street from Prentiss Street to I-220); and

WHEREAS, the design work for street improvements has been completed and an Amendment to provide construction administration services was approved on January 5, 2021; and

WHEREAS, due to the need for additional construction administration services to oversee additional construction time required to complete construction by the contractor; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

NOW THEREFORE, it is mutually agreed as follows:

1. Exhibit C, Paragraph 1.3. of the Contract Agreement is hereby amended to include an additional compensation of \$35,400.00 for Construction Administration Services for a total contract cost not to exceed of \$904,204.37 in accordance with the revised cost summary contained in Exhibit C-1 of this amendment.

All other provisions of the Contract Agreement shall remain in full force and effect.

## **THE EQUAL BUSINESS OPPORTUNITY ("EBO") CLAUSE**

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  3. Dissemination of the ENGINEER's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
  5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
  2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.


**ACCEPTANCE**

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF JACKSON, MISSISSIPPI

CROWN ENGINEERING, PLLC

\_\_\_\_\_  
Chokwe A. Lumumba  
Mayor

  
\_\_\_\_\_  
Calvin Dean  
Principal

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Joachim Dean  
Managing Member

**EXHIBIT C-1**

**THE CITY OF JACKSON, MISSISSIPPI  
West Capitol Street Improvements  
(Prentiss Street to I-220)  
(City Project Number 19B4014.501)**

**COMPENSATION FOR PROFESSIONAL SERVICES**

**Note: Additional Time for Construction Phase Services shown in red.**

**Design Phase Services: (Completed)**

Description of Work		Lump Sum Fee
Survey and Project Design		\$248,404.37

**Construction Phase Services:**

Description of Work	No. of Hours	Hourly Rate	Total
Project Engineer	850	\$165.00	\$140,250.00
Additional Time for Amendment #2	40	\$165.00	\$6,600.00
Resident Project Inspector#1	2640	\$85.00	\$224,400.00
Additional Time for Amendment #2	180	\$85.00	\$15,300.00
Resident Project Inspector#2	3140	\$75.00	\$235,500.00
Additional Time for Amendment #2	180	\$75.00	\$13,500.00
Sub-Consultant Engineer	135	\$150.00	\$20,250.00
	<b>Previous Total</b>		<b>\$620,400.00</b>
			<b>Total for Additional Time (Amendment #2)</b>
			<b>\$35,400.00</b>
	<b>New Total</b>		<b>\$655,400.00</b>

<b>Summary:</b>			
<b>Design Phase Service Fee (Completed):</b>			<b>\$248,404.37</b>
<b>Construction Phase Service Fee:</b>			<b>\$620,400.00</b>
<b>Previous Total:</b>			<b>\$898,804.37</b>
<b>Additional Time Construction Phase Service Fee:</b>			<b>\$35,400.00</b>
<b>Revised Total:</b>			<b>\$904,204.37</b>

**ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON WOODLAND CIRCLE (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
6-26-2022

**WHEREAS**, a sanitary sewer line that runs through back yards on Woodland Circle recently collapsed resulting in sewer overflowing out of manholes into back yards; and

**WHEREAS**, due to the severity of the failures, the City of Jackson needs to hire a contractor to replace a segment of back yards sewer lines; and

**WHEREAS**, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract was executed with Delta Constru. for an amount not to exceed \$786,142.00, a copy of which is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the contract with Delta Constructors, Inc. for an amount not to exceed \$786,142.00 for sanitary sewer repair work on Woodland Circle is ratified.

Agenda Item No. 60  
Agenda Date 8.2.2022  
(King, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**June 16, 2022**

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING A CONTRACT WITH Delta Constructors, Inc. FOR SANITARY SEWER REPAIR WORK ON WOODLAND CIRCLE (WARD 7)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Residents on the City sewer system in and around Woodland Circle
4.	<b>Benefits</b>	Replacement of a failed sewer line on Woodland Circle
5.	<b>Schedule (beginning date)</b>	Ratification upon Council approval
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Woodland Circle (Ward 7)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/> ■	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$786,142.00
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input checked="" type="checkbox"/>	Modernization Tax Fund 372  372 52290 6824
10.	<b>EBO participation</b>	ABE _____ %    WAIVER    yes ___ no ___    N/A _____ AABE _____ %    WAIVER    yes ___ no ___    N/A _____ WBE _____ %    WAIVER    yes ___ no ___    N/A _____ HBE _____ %    WAIVER    yes ___ no ___    N/A _____ NABE _____ %    WAIVER    yes ___ no ___    N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Marlin King  
Director

**Date:** June 9, 2022

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Delta Constructors, Inc. for sanitary sewer repair work on Woodland Circle. A back yard sanitary sewer line on Woodland Circle recently collapsed causing sanitary sewer to overflow into back yards. In order to remedy a situation of raw sewage flowing into back yards that is endangering the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to two companies for quotes. The quote of Delta Constructors, Inc. in an amount not to exceed \$786,142.00 was the lower of the two quotes.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

**I. REQUEST**

Currently, a situation exists in the vicinity of Woodland Circle that is specifically affecting a number of homes and is general affecting the Woodland Hills neighborhood. Originally, the City intended to pay for repairs necessary to eliminate the sanitary sewer overflow using the Term Bid for Labor, Materials, & Equipment to Perform Various Public Works Water/Sewer Projects. However, the City Council capped the term bid expenditures at \$5,000,000.00. Based on the construction estimate for Woodland Circle repairs, including the project would have exceeded the \$5,000,000.00 total set by the City Council.

This situation has been ongoing for over a year-and-a-half. It creates a hazard to human health because of its proximity to occupied homes and because it eventually flows through the storm drainage system into a ravine that traverses the neighborhood. With temperatures increasing, the smell from the ground that has become saturated with raw sewage is highly unpleasant.

Due to the concerns about the hazard to human health, contamination of the storm sewer system in the Woodland Hills neighborhood, the highly unpleasant odor caused by the heat and the ground that has been inundated with raw sewage, and the possible environmental impacts, I am asking that you request the Mayor to invoke the emergency procurement process to contract for the repairs to the sewer collection line located in the vicinity of Woodland Circle.

The estimated costs of the repairs are \$786,142.00 and will be paid using the City's allotment of the Infrastructure Modernization Tax.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize a contract to make repairs to the sanitary sewer line in the vicinity of Woodland Circle that is causing a sanitary sewer overflow, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Mary D. Carter, Deputy Director, Water-Sewer Operations. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

  
\_\_\_\_\_  
Marlin King  
Director, Department of Public Works


6/14/22  
\_\_\_\_\_  
DATE




**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
Torri Martin  
City Attorney

6/15/22  
DATE

  
\_\_\_\_\_  
Fidelis Malembeka  
Chief Financial Officer

06/14/2022  
DATE

  
\_\_\_\_\_  
Louis Wright  
Chief Administrative Officer

6/14/2022  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine that the collapse of a sewer line in the vicinity of Woodland Circle constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make repairs to the sanitary sewer line in the vicinity of Woodland Circle that is causing a sanitary sewer overflow is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective June 15, 2022.

  
\_\_\_\_\_  
CHOKWE A. LUMUMBA  
Mayor

6/15/22  
DATE



## MEMORANDUM

**TO:** Marlin King, Director, Department of Public Works

**FROM:** Mary D. Carter, Deputy Director, Water-Sewer Operations

**RE:** Emergency Procurement of Construction to Repair a Sewer Line in the Vicinity of Woodland Circle

**DATE:** June 14, 2022

Currently, a situation exists in the vicinity of Woodland Circle that is specifically affecting a number of homes and is general affecting the Woodland Hills neighborhood. Originally, the City intended to pay for repairs necessary to eliminate the sanitary sewer overflow using the Term Bid for Labor, Materials, & Equipment to Perform Various Public Works Water/Sewer Projects. However, the City Council capped the term bid expenditures at \$5,000,000.00. Based on the construction estimate for Woodland Circle repairs, including the project would have exceeded the \$5,000,000.00 total set by the City Council.

This situation has been ongoing for over a year-and-a-half. It creates a hazard to human health because of its proximity to occupied homes and because it eventually flows through the storm drainage system into a ravine that traverses the neighborhood. With temperatures increasing, the smell from the ground that has become saturated with raw sewage is highly unpleasant.

Due to the concerns about the hazard to human health, contamination of the storm sewer system in the Woodland Hills neighborhood, the highly unpleasant odor caused by the heat and the ground that has been inundated with raw sewage, and the possible environmental impacts, I am asking that you request the Mayor to invoke the emergency procurement process to contract for the repairs to the sewer collection line located in the vicinity of Woodland Circle.

The estimated costs of the repairs are \$786,142.00 and will be paid using the City's allotment of the Infrastructure Modernization Tax.

Please let me know if you have any questions.

## TERM BID WORK ORDER

This Contract made this the 22<sup>nd</sup> day of March, 2022 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta constructors, Inc. doing business as a corporation located in Flowood, MS , hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Woodland Circle Emergency Sewer , BEING more completely described in the Contract Documents.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within three (3) calendar days after the date of the Letter from Director committing to payment for the work ("Commitment Letter") and will complete the same as expeditiously possible.
3. The term "CONTRACT DOCUMENTS" means and includes 2020 Term Bid of CONTRACTOR, CONTRACTOR'S cost estimate, including the CONTRACTOR'S EBO Plan, Term Bid Work Order, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, and Commitment Letter.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Term Bid Work Order in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the 2020 Term Bid unit prices therefor as stated in the 2020 Term Bid of CONTRACTOR, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Term Bid Work Order, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the CONTRACTOR assuming all risks of every kind and description in the performance of this Term Bid Work Order.
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason

of any claims for damages arising from the performance of this Term Bid Work Order as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Term Bid Work Order.

6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in Section Six (6), Paragraph Seventeen (17) of the Supplements and Amendments to the General Provisions.
7. Any covenant promises and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds, or insurance contracts or agreements.
8. Attached hereto and made a part of this Term Bid Work Order is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00).
9. Attached hereto and made a part of this Term Bid Work Order is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Seven Hundred Eighty-Six Thousand One Hundred Forty-Two Dollars (\$786,142.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Term Bid Work Order, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Term Bid Work Order may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Term Bid Work Order shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
  - a. Notification to MBEs and FBEs that the CONTRACTOR has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the CONTRACTOR of a file of the names and addresses of each MBE and FBE contracted, and action taken with respect to each such contract.
  - c. Dissemination of the CONTRACTOR'S EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE CONTRACTOR organizations, MBE and FBE assistance organizations.
  - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.

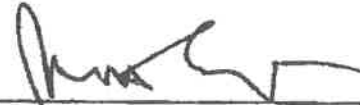


IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Term Bid Work Order in \_\_\_\_ ( ) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Delta Constructors, Inc.  
CONTRACTOR

BY  CPM  
Mayor

By:   
Joe H Campbell, President

ATTEST   
City Clerk

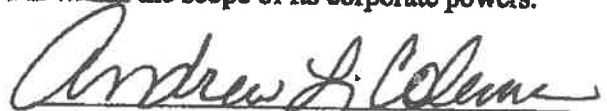
ATTEST   
Andrew L Coleman

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, Andrew J Coleman certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Term Bid Work Order; that Joe H Campbell, who signed said Term Bid Work Order on behalf of the CONTRACTOR was then President of said Corporation; that said Term Bid Work Order was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Notary Seal



**REVISED 03/23/2022**  
**JACKSON TERM BID WORK ORDER**  
**WOODLAND CIRCLE - EMERGENCY SEWER**  
**CITY OF JACKSON MISSISSIPPI**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>PART A: SEWER ITEMS</b>					
1.02	Heavy Cleaning 6" Sewer	1,000	LF	\$ 7.00	\$ 7,000.00
1.01	Remote Removal of Protruding Service Lateral	1	EA	\$ 800.00	\$ 800.00
4.01	TV Inspection of 6" Sewers	1,000	LF	\$ 2.60	\$ 2,600.00
4.09	TV Inspection - Additional Setup	1	EA	\$ 800.00	\$ 800.00
4.10	TV Inspection - Reverse Setup	1	EA	\$ 800.00	\$ 800.00
18.04	Pipe Burst Replace 8"w/8" Over 12' deep	365	LF	\$ 400.00	\$ 146,000.00
18.04	Pipe Burst Replace 6"w/6" Over 12' deep	243	LF	\$ 400.00	\$ 97,200.00
18.13	Reconnect 4" Svc Line to New HDPE Main 0-12' deep	1	EA	\$ 4,000.00	\$ 4,000.00
18.14	Reconnect 4" Svc Line to New HDPE Main Over 12' deep	1	EA	\$ 8,000.00	\$ 8,000.00
19.03	6" to 12" Host Pipe Entry / Exit Work Pits 12' to 16' Deep	6	EA	\$ 38,000.00	\$ 228,000.00
20.02	Bypassing Setup & Remove for Each 4" Pump	1	EA	\$ 1,935.00	\$ 1,935.00
20.10	Bypassing For Each 4" Pump	200	BT HR	\$ 25.00	\$ 5,000.00
22.03	Replace Existing 4" or 6" Svc Connect at Main 12-16' Deep	5	EA	\$ 6,020.00	\$ 30,100.00
24.01	Physical Inspections of Manholes	1	EA	\$ 500.00	\$ 500.00
25.01	New 48" Dia Manhole w/frame & Cover & 80mil SF 0-8' d	1	EA	\$ 8,400.00	\$ 8,400.00
32.01	48" Dia Manhole Rehab 100mil 100% Solids Epoxy	35	VF	\$ 600.00	\$ 21,000.00
35.03	6" - 8" Dig & Replace Pipe 12 - 16' Deep	100	LF	\$ 61.00	\$ 6,100.00
38.01	Connect to Existing Manhole	6	EA	\$ 2,700.00	\$ 16,200.00
<b>PART C: GENERAL ITEMS</b>					
1.04	Mobilization - Greater Than \$100,000 Work Order	1	EA	\$ 23,000.00	\$ 23,000.00
3.02	Sawcutting Concrete 4" to 8" thickness	120	LF	\$ 12.00	\$ 1,440.00
5.01	Remove Existing Concrete Pavement 0"-6" thickness	531	SY	\$ 19.00	\$ 10,089.00
4.01	Select Backfill - Sand	360	CY	\$ 29.50	\$ 10,620.00
11.01	Bedding Material	100	CY	\$ 70.00	\$ 7,000.00
15.02	Replace Concrete Wall/Driveway/Street	531	SY	\$ 173.00	\$ 91,863.00
16.01	Remove & Replace Concrete Curb & Gutter	10	LF	\$ 110.00	\$ 1,100.00
24.01	Clearing and Grubbing	1	AC'	\$ 20,000.00	\$ 20,000.00
<b>*** NON TERM BID ITEMS</b>					
***	Landscaping (Plant+stone/mulch)	1	LS	\$ 5,215.00	\$ 5,215.00
***	Fencing (8' Classic Montage Plus)	1	LS	\$ 26,880.00	\$ 26,880.00
***	Silt Fence	500	LF	\$ 5.00	\$ 2,500.00
***	4" Stand Up Curb	40	LF	\$ 50.00	\$ 2,000.00

**TOTAL PROPOSED WORK ORDER: \$ 786,142.00**

SUBMITTED BY: DELTA CONSTRUCTORS, INC.



DELTCO-02

CCOLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrel Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: <b>Cindy Cole, APA, CPW, CISR</b>	
	PHONE (AG, No, Ext): <b>(601) 960-8234</b> FAX (AG, No): <b>(601) 208-3005</b>	
	EMAIL ADDRESS: <b>ccole@fbins.com</b>	
INSURED  Delta Constructors, Inc. PO Box 9545 Jackson, MS 39286	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>FCCI Insurance Company</b>	<b>10178</b>
	INSURER B: <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
	INSURER C: <b>Luba Casualty Insurance Company</b>	<b>12472</b>
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR TYPE	TYPE OF INSURANCE	ADDITIONAL INSUR (IND)	INSUR (IND)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER			CPP10093515404	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,008,000 GENERAL AGGREGATE \$ 2,008,000 PRODUCTS - COMP/OP AGG \$ 2,008,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10009951806	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8808345822NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	026000021010121	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$2,500 Deductible 1,000,000
A	Installation Floater			CPP10003515404	1/1/2022	1/1/2023	\$2,500 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Woodland Circle  
 Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. Primary and Non-contributory bases and ongoing and completed operations for General Liability. A waiver of subrogation is attached to the General Liability, Auto Workers Compensation policies. 30 day notice of cancellation to third party all policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER  City of Jackson P. O. Box 17 Jackson, MS 39202	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Delta Constructors, Inc  
PO Box 9545  
Jackson, MS 39286

**SURETY:**

*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
62 Maple Avenue  
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

**Mailing Address for Notices**

Liberty Mutual Surety Claims  
P.O. Box 34528  
Seattle, WA 98124

**CONSTRUCTION CONTRACT**

Date: *March 22, 2022*

Amount: \$786,142.00

**Description:**

*(Name and location)*

Woodland Circle Emergency Sewer  
Jackson, MS

**BOND**

Date: *March 24, 2022*

*(Not earlier than Construction Contract Date)*

Amount: \$786,142.00

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Delta Constructors Inc.

**SURETY**

Company: *(Corporate Seal)*  
The Ohio Casualty Insurance Company

Signature:

Name and Title: Joe H. Campbell, President

Signature:

Name and Title: William D. Horne III, Attorney-in-Fact and Mississippi Resident Agent

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Arthur J. Gallagher Risk Management Services, Inc.

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

William D. Horne Jr., Attorney-in-Fact and Mississippi Resident Agent

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**William D. Horne -in-Fact & Mississippi Resident Agent**

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205518-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Paula R. Wells; Renee Lynette Martin; Tina Meyers; Walter B. Wellington, William D. Horne, III, William D. Horne, Jr.

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



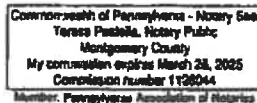
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of April, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signatures of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Ujewalyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2022.



By: [Signature]
Renee C. Ujewalyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR SANITARY SEWER REPAIR WORK ON WOODLAND CIRCLE (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

6/28/22  
DATE

OFFICE OF THE CITY ATTORNEY  
780  
6-26-2022



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AUTHORIZING THE FILING OF A LAWSUIT TO CHALLENGE THE  
CONSTITUTIONALITY OF THE HOT PURSUIT LAW WHICH FAILS TO  
DISTINGUISH BETWEEN RECENTLY COMMITTED CRIMES AS TO FELONY  
OR MISDEMEANOR**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, under Mississippi Code Section 99-3-13 allowing hot pursuits from one jurisdiction to another jurisdiction by a police officer for a recently committed crime fails to distinguish between felony and misdemeanor crimes; and

WHEREAS, the blanket authority for such hot pursuits without consideration for the severity of the possible crime committed as being weighed against the possibly life-threatening consequences is without constitutional due process protections guaranteed in the 14<sup>th</sup> amendment of the United States Constitution; and

WHEREAS, it is in the best interest of the citizens of municipalities in the State of Mississippi that any police officer in a hot pursuit of a suspect who is in the process of fleeing from a recently committed crime be made to distinguish the pursuit of felony crime being recently committed versus the hot pursuit of a misdemeanor crime recently committed.

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby authorizes the filing of a lawsuit to challenge the constitutionality of the hot pursuit law which fails to distinguish between recent crimes as to felony or misdemeanor.

SO ORDERED, this the \_\_\_\_\_ day of August, 2022.

61

Agenda Item # \_\_\_\_\_  
Agenda Date: August 2, 2022  
BY: STOKES



**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI REQUESTING THAT THE MISSISSIPPI STATE LEGISLATURE DRAFT AND ENACT UNIFORM INTERJURISDICTIONAL HIGH-SPEED POLICE PURSUIT SAFETY GUIDELINES AND RESTRICTIONS**

**WHEREAS**, the Jackson City Council is saddened by yet another tragic outcome of a high-speed police pursuit that was initiated, admittedly upon a traffic violation, in an outlying jurisdiction and ended in death in the capital city; and

**WHEREAS**, presently in the State of Mississippi each jurisdiction, pursuant to Mississippi Code Section 45-1-43, enacts and adheres to its own policies regarding police pursuits that may extend beyond its physical boundaries and/or into another jurisdiction, known as interjurisdictional or multi-county hot pursuits; and

**WHEREAS**, currently Mississippi's "Hot Pursuit" statute (Mississippi Code Section 99-3-13) allows for such interjurisdictional pursuits without regard for the severity of the alleged offense for which the chase was initiated or a requirement that the pursuing officer give notice to the jurisdiction he or she is about to enter; and

**WHEREAS**, far too often deaths and serious bodily injury to innocent bystanders are the result of police chasing a suspect for a relatively minor misdemeanor or traffic violation; and

**WHEREAS**, the thrill of the chase and the resulting rush of adrenaline can factor into an officer's decision of whether to pursue a fleeing suspect; and

**WHEREAS**, the United States Department of Justice has identified high-speed chases as the most dangerous of all ordinary police activities; and

**WHEREAS**, the Jackson City Council believes that the overriding responsibility of police agencies and law enforcement officials in the State of Mississippi is and should be to protect human life and property; and

**WHEREAS**, new technologies, such as high-speed resolution cameras and GPS tracking devices, offer alternate methods, aside from interjurisdictional high-speed police chases in particularly sensitive environments such as high-density neighborhoods; and

**WHEREAS**, the Jackson City Council recognizes with regard to interjurisdictional high-speed police chases the importance of balancing the need for criminal apprehension with the risk to innocent bystanders and to law enforcement personnel; and

**WHEREAS**, the Jackson City Council recognizes with regard to interjurisdictional high-speed chases that it is imperative that standards designed to protect life and property be implemented *statewide* – not piecemeal – if the public is to be equally protected throughout the State of Mississippi.

Agenda No. 62  
Agenda Date: 8.2.2022  
(Hartley)

**THEREFORE, BE IT RESOLVED** that the City of Jackson urges the Mississippi Legislature to enact statewide standards that all law enforcement officers must follow when deciding whether to begin a police pursuit and standards that all law enforcement officers must follow when engaging in interjurisdictional high-speed chases.

**IT IS FURTHER RESOLVED** that the Municipal Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation may be assigned, as well as a copy to each member of the Hinds County state legislative delegation; the District Attorney for Hinds County, Mississippi, the Honorable Jody Owens, P.O. Box 22747, Jackson, Mississippi 39225-2747; and the ACLU of Mississippi, Attn: Jarvis Dortch, Executive Director, P.O. Box 2242, Jackson, Mississippi 39225.

**IT IS FINALLY RESOLVED** that the Clerk of the Council is to assemble a portfolio of printed news articles and press conference clips from the previous ten years regarding or concerning high-speed police chases in the City of Jackson that originated in an outlying jurisdiction and forward same to the Municipal Clerk who is directed to send such articles and clips, along with a certified copy of this Resolution, to: the United States Representative for Mississippi's 2<sup>nd</sup> Congressional District, the Honorable Bennie G. Thompson, 2466 Rayburn HOB, Washington D.C., 20515; the United States Department of Justice, Office of Justice Programs, 810 7<sup>th</sup> Street NW, Washington, D.C., 20531; and the United States Department of Justice, Civil Rights Division, Attn: Enforcement of Civil Rights, 950 Pennsylvania Avenue NW, Washington, D.C., 20530-0001.

(HARTLEY)

**ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Sabrina Shelby is a suitable person to serve as Chief Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Sabrina Shelby shall be appointed to serve as Chief Deputy Clerk of the Council commencing on August 2, 2022.

**IT IS HEREBY ORDERED** that Sabrina Shelby upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

**IT IS HEREBY ORDERED** that the compensation to be paid to Sabrina Shelby upon commencement of service as Chief Deputy Clerk of Council shall be \$50,000.00 excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that Sabrina Shelby's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Sabrina Shelby as Chief Deputy Clerk of the Council.

**IT IS FINALLY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Sabrina Shelby as Chief Deputy Clerk of the Council.

Agenda Item No. 63  
Agenda Date: 8.2.2022  
(S.Jordan, Foote)

