



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
July 9, 2019
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR TONY MONTGOMERY, SR. OF GREATER ST. JAMES M.B. CHURCH**

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. **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 11, 2019 FOR THE FOLLOWING CASES:**

2019-1081	2019-1083	2019-1085	2019-1086	2019-1088
2019-1089	2019-1090	2019-1098	2019-1099	2019-1100
2019-1102	2019-1103	2019-1147	2019-1148	2019-1149
2019-1150	2019-1151			
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-1277**

– 835 FOREST AVENUE – \$716.00. (WARD 2) (KUMAR, LUMUMBA)

5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-1300 – 3930 FOREST LAKE DRIVE – \$2,319.00. (WARD 6) (KUMAR, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-1317 – 4833 NORTH STATE STREET – \$1,327.28. (WARD 2) (KUMAR, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-2062 – 1937 BIENVILLE DRIVE – \$1,140.48. (WARD 6) (KUMAR, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-1318 – 4087 PINE HILL DRIVE – \$541.20. (WARD 7) (KUMAR, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-1253 – 303 BON AIR STREET– \$1,345.00. (WARD 5) (KUMAR, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-2073 – 5042 LURLINE DRIVE – \$1,072.00. (WARD 4) (KUMAR, LUMUMBA)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT, LLC TO BOARD UP AND SECURE STRUCTURE(S), CUT GRASS AND WEEDS, REMOVAL OF 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 #2018-2075 – 5073 LURLINE DRIVE – \$904.00. (WARD 4) (KUMAR, LUMUMBA)**
12. **ORDER ACCEPTING PAYMENT OF \$2,233.01 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {WALKER BAILEY LACEY} AS A PROPERTY DAMAGE SETTLEMENT. (HOWARD, LUMUMBA)**

INTRODUCTION OF ORDINANCES

13. **ORDINANCE AMENDING SECTION 86-8 OF THE JACKSON CODE OF ORDINANCES: DISCHARGE OF FIREARMS WITHIN CITY; DUTY TO REPORT LOSS OR THEFT OF FIREARM. (STOKES)**

ADOPTION OF ORDINANCE

14. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTION 102-31 OF THE SIGN ORDINANCE, ADDING THE EXEMPTION OF DEFINED CHURCH (PLACE OF WORSHIP) WITH EXISTING GROUND SIGN STRUCTURE. (BANKS)**

REGULAR AGENDA

15. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROVIDING FOR THE ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT. (PRIESTER)**
16. **CLAIMS (HORTON, LUMUMBA)**
17. **PAYROLL (HORTON, LUMUMBA)**
18. **ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2019-2020, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 23, 2019 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW. (HORTON, LUMBUMBA)**
19. **ORDER DESIGNATING TRUSTMARK NATIONAL BANK AS THE DEPOSITORY FOR THE DEBT SERVICE ACCOUNT AND DEBT SERVICE RESERVE ACCOUNT ESTABLISHED PURSUANT TO SECTION 6.03 OF THE CITY'S GENERAL BOND RESOLUTION AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A DEPOSITORY AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND TRUSTMARK**

- NATIONAL BANK TO COMPLY WITH SECTION 11.01 OF THE CITY'S GENERAL BOND RESOLUTION. (HORTON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM. (HORTON, LUMUMBA)**
 21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE CORPORATION, FOR THE EXTENSION OF TERMS TO CERTAIN ANTENNA SITES. (HORTON, LUMUMBA)**
 22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH EDKO, LLC, FOR VEGETATION ABATEMENT SERVICES ON CITY OF JACKSON TOWER SITES. (HORTON, LUMUMBA)**
 23. **ORDER AUTHORIZING THE MAYOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF LABOR FORM WH-56 AND BACK WAGE AND PAY EVIDENCE DISBURSEMENT DOCUMENTS. (BLAINE, LUMUMBA)**
 24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEAD FOR AMERICA ("LFA") TO ACCEPT PLACEMENT OF FOUR RECENT COLLEGE GRADUATES (FELLOWS) TO PROVIDE THEM AN IMMERSIVE LOCAL GOVERNMENT LEARNING EXPERIENCE. (BLAINE, LUMUMBA)**
 25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2019 BACK TO SCHOOL CELEBRATION. (LUMUMBA)**
 26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
 27. **ORDER AMENDING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON. (WARD 7) (HARRIS, LUMUMBA)**
 28. **ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2019 ONE-YEAR ACTION PLAN OF THE 2015-2019 CONSOLIDATED PLAN IN THE AMOUNT OF \$4,416,217.00. (ALL WARDS) (KUMAR, LUMUMBA)**
 29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES. (WARD 3) (KUMAR, LUMUMBA)**
 30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, DISCOUNT HEATING AND COOLING, AND BEN WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES. (WARDS 3) (KUMAR, LUMUMBA)

31. **ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE 2019 AARP LIVABLE COMMUNITIES CHALLENGE GRANT. (KUMAR, LUMUMBA)**
32. **ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS, (BID NO. 55048-022619). (MILLER, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT SODA ASH SILOS AND FEED SYSTEM REHABILITATION PROJECT, CITY PROJECT NUMBER 17B0102, SRF# DWI-L250008-01. (CITYWIDE) (MILLER, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND DOZER, LLC, FOR THE WEST STREET BRIDGE REHABILITATION PROJECT, CITY PROJECT NUMBER 17B4500.702, ER-7254-00(005) LPA/107358-701000. (WARD 7) (MILLER, LUMUMBA)**
35. **ORDER AUTHORIZING FINAL PAYMENT TO UTILITY CONSTRUCTORS, INC., FOR THE WOODDELL DRIVE WATERLINE REPLACEMENT PROJECT, CITY PROJECT NUMBER 15B0103.601. (WARD 6) (MILLER, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE CITY OF JACKSON ADA PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250(00)046 LPA/103924, CITY PROJECT NUMBER 31500-905, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION. (MILLER, LUMUMBA)**
37. **ORDER AUTHORIZING PERMANENT EASEMENTS FROM THE CITY OF JACKSON TO ENTERGY MISSISSIPPI, INC. FOR ELECTRIC POWER AND COMMUNICATIONS FACILITIES RUNNING UPON GROVE PARK. (WARD 4) (HOWARD, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2019-13. (WARDS 1, 4, 5, 6, & 7) (HOWARD, LUMUMBA)**
39. **ORDER AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY. (HOWARD, LUMUMBA)**

40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS. (HOWARD, LUMUMBA)**

DISCUSSION

41. **DISCUSSION: 5124 NORTH STATE STREET (STOKES)**
42. **DISCUSSION: TRASH (STOKES)**
43. **DISCUSSION: PROSPECTIVE LITIGATION (HOWARD, LUMUMBA)**

PRESENTATION

PROCLAMATION

44. **PROCLAMATION RECOGNIZING THE 2nd QUARTER "I AM COJ" AWARD RECIPIENT (LUMUMBA)**

RESOLUTIONS

45. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING PASTOR CHESTER L. HICKS, A VISIONARY CHRISTIAN LEADER, UPON A STELLAR ADVANCEMENT. (STOKES)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
mm

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 11, 2019 FOR THE FOLLOWING CASES:

2019-1081	2019-1083	2019-1085	2019-1086	2019-1088	2019-1089
2019-1090	2019-1098	2019-1099	2019-1100	2019-1102	2019-1103
2019-1147	2019-1148	2019-1149	2019-1150	2019-1151	

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 in the June 11, 2019; 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:

ITEM# #3
AGENDA 7-9-19

- 1) **Case #2019-1081 Parcel #116-117 located at 215 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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 cut grass and weeds.

- 2) **Case #2019-1083 Parcel #116-136 located at 134 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety .*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 cut grass and weeds

- 3) **Case #2019-1085 Parcel #116-121 located at 239 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds

- 4) **Case #2019-1086 Parcel #116-118 located at 221 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds

- 5) **Case #2019-1088 Parcel #116-116 located at 209 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. *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 cut grass and weeds

- 6) **Case #2019-1089 Parcel #116-167 located at 244 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 7) **Case #2019-1090 Parcel #116-138 located at 140 TENNESSEE AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 8) **Case #2019-1098 Parcel #306-384 located at 4228 CHENNAULT AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. *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 cut grass and weeds.

- 9) **Case #2019-1099 Parcel #306-186 located at 4223 CHENNAULT AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 10) **Case #2019-1100 Parcel #306-194 located at 4207 CHENNAULT AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety *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 cut grass and weeds.

- 11) **Case #2019-1102 Parcel #306-191 located at 4213 CHENNAULT AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 12) **Case #2019-1103 Parcel #306-192 located at 4211 CHENNAULT AVE** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. *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 cut grass and weeds.

- 13) **Case #2019-1147 Parcel #61-17 located at 350 ADELLE STREET** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. *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 cut grass and weeds.

- 14) **Case #2019-1148 Parcel #63-7 located at 1416 BRIEF STREET** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety *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 cut grass and weeds.

- 15) **Case #2019-1149 Parcel #80-41 located at 703 N LAMAR STREET** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 16) **Case #2019-1150 Parcel #517-74 located at 324 LAWRENCE ROAD** : No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with the 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 cut grass and weeds.

- 17) **Case #2019-1151 Parcel #517-202 located at 635 BENNING ROAD** : After hearing testimony from owner Mr. Clopton, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring July 9, 2019. If there is a default and the City proceeds with cleaning, hearing officer recommends and 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 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.

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **06/11/2019**
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
2.	Public Policy Initiative <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	To be determined pending execution of contracts.																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																													
10.	EBO participation	<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	___
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
Community Improvement Division



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

VIA: Mukesh Kumar, 
Director Planning and Development

FROM: Jordan Hillman,
Deputy Director Planning and Development
Community Improvement Division

DATE: June 11, 2019

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.

Office of the City Attorney

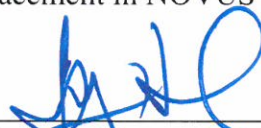
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
June 19, 2019
rnm

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 11, 2019 FOR THE FOLLOWING CASES:

2019-1081	2019-1083	2019-1085	2019-1086	2019-1088	2019-1089
2019-1090	2019-1098	2019-1099	2019-1100	2019-1102	2019-1103
2019-1147	2019-1148	2019-1149	2019-1150	2019-1151	is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
rnr

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1277 – 835 FOREST AVENUE – \$716.00 – WARD 2

WHEREAS, on September 11, 2018, 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 17, 2018 for Case 2018-1277 located in Ward 2 of the City of Jackson; and

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

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 835 Forest Avenue for the sum of \$716.00; and

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC has a principal office address of 5252 Hasting Way, Jackson, Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 835 Forest Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$716.00 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Item #4
Date: 7-9-19
By: Kumar, Lumumba


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/10/2019
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 716.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<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	___																																							



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 10, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **McFIELD, CEDRIC/dba/SEE IMPROVEMENT ENTERPRISE LLC.**, for the board up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1277.

Thank you for your prompt consideration in this matter.

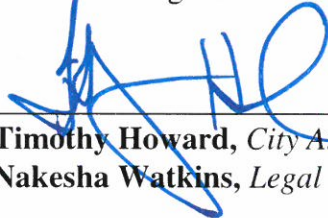
Office of the City Attorney

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
June 19, 2019
nmw

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1277 – 835 FOREST AVENUE – \$716.00 – WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* nmw

6/19/19

DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
RWW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1300 – 3930 FOREST LAKE DRIVE – \$2,319.00 – WARD 6

WHEREAS, on September 25, 2018, 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 24, 2018 for Case 2018-1300 located in Ward 6 of the City of Jackson; and

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

WHEREAS, **SEE IMPROVEMENT ENTERPRISE LLC** appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 3930 Forest Lake Drive for the sum of \$2,319.00; and

WHEREAS, **SEE IMPROVEMENT ENTERPRISE LLC** has a principal office address of 5252 Hasting Way, Jackson, Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 3930 Forest Lake Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,319.00 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Item #5
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2019
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 2,319.00																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-442.70-6447)																																													
10.	EBO participation	<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	___																																							


Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: May 20, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **McFIELD, CEDRIC/dba/ SEE IMPROVEMENT ENTERPRISE LLC.**, for the board up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1300.

Thank you for your prompt consideration in this matter.

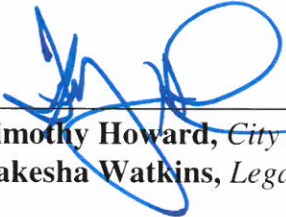
Office of the City Attorney


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

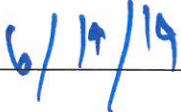
OFFICE OF THE CITY ATTORNEY
June 19, 2019
NHW

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1300 – 3930 FOREST LAKE DRIVE – \$2,319.00 – WARD 6** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
Done 19. 2019
nmw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1317 – 4833 NORTH STATE STREET – \$1,327.28 – WARD 2

WHEREAS, on September 25, 2018, 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 August 21, 2018 for Case 2018-1317 located in Ward 2 of the City of Jackson; and

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

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 4833 North State Street for the sum of \$1,327.28; and

WHEREAS, SEE IMPROVEMENT ENTERPRISE LLC has a principal office address of 5252 Hasting Way, Jackson, Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 4833 North State Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,327.28 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Item #6
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 05/20/2019
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 1,327.28																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-442.70-6447)																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <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	___																																							


Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: May 20, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **McFIELD, CEDRIC/dba/SEE IMPROVEMENT ENTERPRISE LLC.**, for the board up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1317.

Thank you for your prompt consideration in this matter.

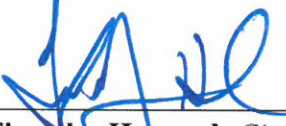
Office of the City Attorney

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

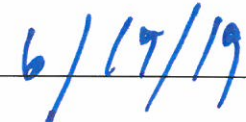
OFFICE OF THE CITY ATTORNEY
June 19, 2019
nmw

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1317 – 4833 NORTH STATE STREET – \$1,327.28 – WARD 2 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* nmw



DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
nmw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2062 – 1937 BIENVILLE DRIVE – \$1,140.48 – WARD 6

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 8, 2019 for Case 2018-2062 located in Ward 6 of the City of Jackson; and

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

WHEREAS, GLOBAL CONNECT LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 1937 Bienville Drive for the sum of \$1,140.48; and

WHEREAS, GLOBAL CONNECT LLC has a principal office address of 9 Southern Oaks Drive, Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **GLOBAL CONNECT LLC** to cut vegetation and remedy conditions on the property located at 1937 Bienville Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,140.48 shall be paid to **GLOBAL CONNECT LLC** for the services provided from funds budgeted for the Division.

Item #7
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/05/2019
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$ 1,140.48
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)
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 _____


Department of Planning and Development
Community Improvement Division



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 5, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GLOBAL CONNECT LLC.**, for the board-up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2062.

Thank you for your prompt consideration in this matter.

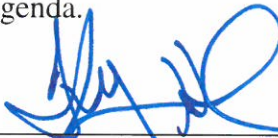
Office of the City Attorney

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
June 19, 2019
NW

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2062 – 1937 BIENVILLE DRIVE – \$1,140.48 – WARD 6** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* NW

6/19/19 _____
DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
nmw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1318 – 4087 PINE HILL DRIVE – \$541.20 – WARD 7

WHEREAS, on December 18, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 18, 2018 for Case 2018-1318 located in Ward 7 of the City of Jackson; and

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

WHEREAS, GLOBAL CONNECT LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 4087 Pine Hill Drive for the sum of \$541.20; and

WHEREAS, GLOBAL CONNECT LLC has a principal office address of 9 Southern Oaks Drive, Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **GLOBAL CONNECT LLC** to cut vegetation and remedy conditions on the property located at 4087 Pine Hill Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$541.20 shall be paid to **GLOBAL CONNECT LLC** for the services provided from funds budgeted for the Division.

Item #8
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/05/2019
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 541.20																																													
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<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	___																																							


Department of Planning and Development
Community Improvement Division



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 5, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GLOBAL CONNECT 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1318.

Thank you for your prompt consideration in this matter.

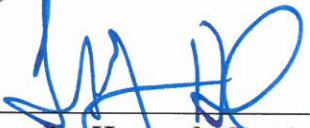
Office of the City Attorney


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
June 19, 2019
NW

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1318 – 4087 PINE HILL DRIVE – \$541.20 – WARD 7** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
nmw

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1253 – 303 BON AIR STREET – \$1,345.00 – WARD 5

WHEREAS, on September 11, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 8, 2019 for Case 2018-1253 located in Ward 5 of the City of Jackson; and

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

WHEREAS, GLOBAL CONNECT LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 303 Bon Air Street for the sum of \$1,345.00; and

WHEREAS, GLOBAL CONNECT LLC has a principal office address of 9 Southern Oaks Drive, Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **GLOBAL CONNECT LLC** to cut vegetation and remedy conditions on the property located at 303 Bon Air Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,345.00 shall be paid to **GLOBAL CONNECT LLC** for the services provided from funds budgeted for the Division.

Item #9
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/05/2019


DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 1,345.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<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	___																																							



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 5, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GLOBAL CONNECT 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1253.

Thank you for your prompt consideration in this matter.

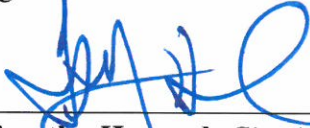
Office of the City Attorney

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

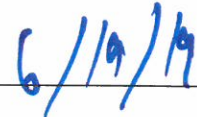
OFFICE OF THE CITY ATTORNEY
June 19, 2019
NW

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-1253 – 303 BON AIR STREET – \$1,345.00 – WARD 5** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* NW



DATE

19, 2019
KUM
THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2073 – 5042 LURLINE DRIVE – \$1,072.00 – WARD 4

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 8, 2019 for Case 2018-2073 located in Ward 4 of the City of Jackson; and

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

WHEREAS, GLOBAL CONNECT LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 5042 Lurline Drive for the sum of \$1,072.00; and

WHEREAS, GLOBAL CONNECT LLC has a principal office address of 9 Southern Oaks Drive, Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **GLOBAL CONNECT LLC** to cut vegetation and remedy conditions on the property located at 5042 Lurline Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,072.00 shall be paid to **GLOBAL CONNECT LLC** for the services provided from funds budgeted for the Division.

Item #10
Date: 7-9-19
By: Kumar, Lumumba


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/05/2019
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative <ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	CITYWIDE																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	COST	\$ 1,072.00																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDING (001-444.70-6447)																																													
10.	EBO participation	<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	___
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 A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 5, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GLOBAL CONNECT LLC.**, for the board-up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2073.

Thank you for your prompt consideration in this matter.

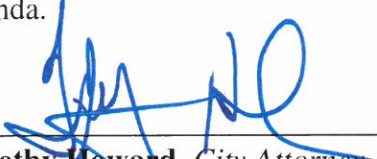
Office of the City Attorney

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
June 19, 2019
nmw

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2073 - 5042 LURLINE DRIVE - \$1,072.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Nakesha Watkins, Legal Counsel *nmw*

6/19/19

DATE

OFFICE OF THE CITY ATTORNEY
June 19, 2019
UNW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2075 – 5073 LURLINE DRIVE – \$904.00 – WARD 4

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 8, 2019 for Case 2018-2075 located in Ward 4 of the City of Jackson; and

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

WHEREAS, GLOBAL CONNECT LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to board up and secure structure(s); cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, 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 5073 Lurline Drive for the sum of \$904.00; and

WHEREAS, GLOBAL CONNECT LLC has a principal office address of 9 Southern Oaks Drive, Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **GLOBAL CONNECT LLC** to cut vegetation and remedy conditions on the property located at 5073 Lurline Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$904.00 shall be paid to **GLOBAL CONNECT LLC** for the services provided from funds budgeted for the Division.

Item #11
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 6/05/2019
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	This item provides for the boarding up, 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.	Public Policy Initiative 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.	Who will be affected	All City of Jackson residents
4.	Benefits	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.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	\$ 904.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)
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 ___


Department of Planning and Development
Community Improvement Division



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Mukesh Kumar, 
Director Planning and Development

DATE: June 5, 2019

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GLOBAL CONNECT LLC.**, for the board-up and securing 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2075.

Thank you for your prompt consideration in this matter.

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
June 19, 2019
NW

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GLOBAL CONNECT LLC TO BOARD AND SECURE STRUCTURE(S); 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 #2018-2075 - 5073 LURLINE DRIVE - \$904.00 - WARD 4** is legally sufficient for placement in NOVUS Agenda.

Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* NW

6/19/19

DATE

OFFICE OF THE CITY ATTORNEY
Lumumba Howard

ORDER ACCEPTING PAYMENT OF \$2,233.01 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {WALKER BAILEY LACEY} AS A PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,233.01 as a property damage settlement for damage sustained to a City of Jackson vehicle (TK-676) on January 18, 2018.

APPROVED FOR AGENDA:

Item # _____ #12
Agenda Date: 7-9-19 _____
By: Lumumba, Howard, Poullard

06/05/2019
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/05/2019

DATE

P O I N T S		C O M M E N T S								
1.	1. Brief Description/Purpose	Order accepting payment of \$2,233.01 from Progressive Insurance Company on behalf of its insured {Walker Bailey Lacey} as a property damage settlement.								
2.	Public Policy Initiative 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.	Who will be affected	City of Jackson								
4.	Benefits	N/A								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney								
8.	COST	\$2,233.01								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>									
10.	EBO participation	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: Chokwe Antar Lumumba, Mayor
City of Jackson**

DATE: June 05, 2019

**RE: Damage to City Vehicle (TK-676) and Recovery of Repair Cost from
Progressive Insurance Company**

Reports show on 01.18.18 City vehicle (TK-676, driven by Kelvin Russell) stated that he was attempting to make a right turn with lights and sirens when traffic stopped. Claimant (Walker Lacey, 2009 Scion XD) proceeded through the light making contact with the fire truck.

Progressive Insurance Company issued a payment in the amount of \$2,233.01 for damage to the City vehicle. Consequently, it is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event a claim is filed and benefits are paid in the future.

If additional information is required, please let me know.



**Timothy Howard, City Attorney
Office of the City Attorney**

TH/tbp

Attachments

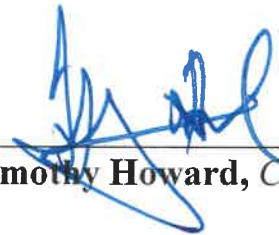
Office of the City Attorney

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
Clayton Johnson

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF \$2,233.01 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {WALKER BAILEY LACEY} AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

C. Johnson

6/19/19

DATE



CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM

DATE: 6/5/19

RECEIVED FROM: Progressive (Driver Walker Bailey Lacey)

Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: CLAIM # 12008 D/L: 1/18/18 Vehicle #_TK-676_

Division#: 001 441 20 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check#	<u>2026617232</u>	\$	<u>2,233.01</u>
Check#	<u> </u>	\$	<u> </u>
		\$	<u> </u>

TOTAL DEPOSIT \$ 2,233.01

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>001 5795</u>	<u>DAMAGES TO TK-676</u>	<u>2,233.01</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Prepared by: *MacDarrell Poullard*

<i>PROGRESSIVE</i> PAYABLE THROUGH PNC BANK, N.A. 070 ASHLAND, OH 1-877-448-9544	VOID IF NOT PRESENTED WITHIN 90 DAYS CLAIM NUMBER: 18-3403817 NAME: CITY OF JACKSON	DRAFT NUMBER: 2026617232 May 26, 2019	56-389 412
TWO THOUSAND, TWO HUNDRED THIRTY-THREE AND 01/100 *****		PAY EXACTLY \$*****2,233.01	
PAY TO THE ORDER OF: CITY OF JACKSON	Progressive Gulf Insurance Company. BY: <i>[Signature]</i> AUTHORIZED SIGNATURE		

CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLE

FEB 13 2018

COPY

Date of Accident 1/18/2018 BY JBP Time 16:19 AM/PM
Date this form completed 1/18/2018 Time 18:20 AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # 676 Year 2006 Make E-ONE Type (Sedan, Pick-up, etc.) Fire Truck Dept Fire
2. Operator's Name Kelvin Russell Employee # 112664 SSN _____ Date of Birth 10/29/1985
3. City Driver License # _____ State Driver License # _____
4. Home address 3987 Wabash St City/State/Zip Code Jackson, MS 39213 Phone # _____
5. Parts of vehicle damaged Right Passenger Door/Fender Approximate cost of repairs \$ _____
6. Location of Accident Intersection of Countyline Rd./Pear Orchard Rd.
7. Were the appropriate law enforcement officials notified immediately? Yes () No ()
8. If not, why? _____
9. Name of Investigating Officer Hicks Badge # 1865 Employee # _____ Case # 2018-009019
10. Vehicle # 1 was going (North, East, Parked, etc.) East on Countyline Rd. (Street)
11. Name, Address, Zip Code & Phone # of Witness (s) Capt. Stan Ethridge
5810 Ridgewood Rd. Jackson, MS 39211

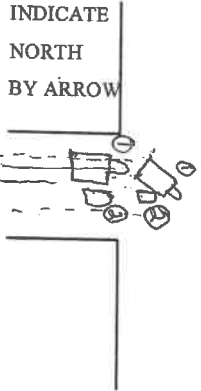
SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2009 Make Toyota Scion Type (Sedan, Pick-up, etc.) Sedan
2. Operator's Name Walker Bailey Lacey Phone # _____
3. Street address 115 Duane St City/State/Zip Code Clinton, Ms 39056
4. Parts of vehicle damaged Front bumper/left driver side door quarter panel Approximate cost of repairs \$ _____
5. Vehicle # 2 was going (North, East, Parked, etc.) East on Countyline Rd. (Street)

Remarks: I, Kelvin Russell, was driving Engine 19 East on Countyline Rd. While responding to the fire alarm at the intersection, we were proceeding to turn right. At that time, the second engine proceeded to turn left and merge into Engine 19.

FEB 13 2018

RISK MANAGEMENT DIVISION



NOTE: Please attach a separate sheet of paper, if necessary.

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge.

EMPLOYEE'S SIGNATURE [Signature] DATE 1/18/2018

SECTION III. VEHICLE #2 (OTHER VEHICLE)

Comments _____

Was the City Employee injured? If yes has the Personal Injury Report been completed? Yes () No () No

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable () Non-Preventable (X) Undetermined at this time ()

Supervisor's Signature [Signature]

Supervisor's Printed Name Stanley D. Ethridge Supervisor's Employee # 95265 Date 1-18-2018

Comments _____

In my opinion the accident is: Preventable () Non-Preventable (X) Undetermined at this time ()

Department Head's Signature Willie Owens Department Jackson Fire Dept Date 1-23-18

Department Head's Printed Name Willie Owens

Original Copy - Risk Management Division 2d Copy- Department 3d Copy - Timekeeper 4th Copy - Employee



Sunbelt Fire, Inc.

8050 McGowin Dr Fairhope, Alabama 36532
 Phone: (251) 928-9917



Case Number: 3327320 - Repair Order Number: n/a
 Purchase Order Number: n/a
 Service Writer: Hanna, Mike - Case Date: 06/12/18 09:48 pm UTC

City Of Jackson	Unit #: 131645
Address: PO BOX 17 JACKSON, MS 39205-0017 Phone: (601) 960-1584 Fax: Cust #: 53	Asset: 2006 E-One Pumper Miles: 1 Serial #: 61001645 VIN: 4EN6AAA8X61001645 Engine: E-19 Engine Hours: 1



Complaint:

Customer states repair wreck damage to right front wheel well fenderette and lower right rear cab door

Item	Operation	Labor	Parts	Core Charge	Total
1	66-106000-F50 - COURTESY & SAFETY CHECK - VISUAL WALKAROUND - FIELD SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
2	Replace right front wheel fenderette Parts: (1.0) TRIM WHLWELL FIRECAB 91, (10.0) GASKET P DR 1X.582 WO/PSA	\$287.50	\$401.81	\$0.00	\$689.31
3	Refinish and paint lower section of right rear cab door Parts: (1.0) Finish and paint lower right rear cab door	\$460.00	\$615.00	\$0.00	\$1,075.00
4	Replace lower door strips after paint work is complete Parts: (10.0) GOLD 4 IN STRIPE, (20.0) BLACK 3/4 IN STRIPE, (20.0) WHITE 1 IN STRIPE	\$115.00	\$139.70	\$0.00	\$254.70

Notes: [6/14/2018 at 02:55 pm UTC] - Approval Requested for the estimate version 1, total \$2,233.01. View the estimate. NOTE: Chris please find the attached estimate to repair the damage on Engine-19 that you requested. If this is approved you can reply to this e-mail and we will get the parts ordered and when they get here we can schedule the truck in for these repairs. Thank you for allowing Sunbelt Fire to make this estimate for you department and we look forward to hearing from you on this repair.
 Repair status set to Hold (auth).

Parts: \$1,156.51
 Labor: \$862.50
 Core: \$0.00
 Haz: \$50.00
 Waste:
 Shop: \$69.00
 Freight: \$95.00
 Tax: \$0.00
TOTAL: \$2,233.01

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: / /

ENGINE 19 ACCIDENT

CASE # 18-001

JANUARY 18, 2018

E. COUNTYLINE ROAD/S. PEAR ORCHARD ROAD

On Thursday, January 18, 2018 at approximately 1445 hours, I, Investigator Charles Felton of the Jackson Fire Department Arson and Internal Affairs Division responded to the intersection of East Countyline Road/South Pear Orchard Road for an accident involving Engine 19 and a POV. Upon arrival Jackson Police Department, Ridgeland Police Department, AMR and Fleet Maintenance were already on location. Upon my arrival, Mr. Walker Bailey Lacey, was already handcuffed and in the custody of the Jackson Police Department. Mr. Lacey was identified as the driver of the privately owned vehicle. No injuries were reported and AMR had the driver of the vehicle to sign a refusal statement.

I, Investigator Felton spoke with Jackson Police Officer Hicks (1865) and he advised that an odor resembling alcohol was observed as he spoke with Mr. Lacey. Officer Hicks advised Mr. Lacey refused to have the breathalyzer administered, and was later arrested and charged with DUI refusal. See JPD case # 2018-009019 for additional information.

I, Investigator Felton spoke with Relief Driver Operator Kelvin Russell. His employee number is [REDACTED]. His present assignment is Engine 19 A-Shift. RDO Russell advised he was traveling with lights and sirens East on Countyline Road. RDO Russell advised as he approached the intersection of E. Countyline Road & S. Pear Orchard Road, he acknowledged that all traffic had yielded; he then proceeded to make a right turn onto N. Pear Orchard Road and that's when he felt a slight bump. RDO Russell stated he was advised by his Captain that an accident had occurred. RDO Russell was taken by Chief J. McKinley to have a post-accident alcohol & drug test administered.

I, Investigator Felton spoke with Captain S. Ethridge and he advised Engine 19 was responded to an automatic alarm. Captain Ethridge advised as Engine 19 was approaching the

intersection of E. Countyline Road & South Pear Orchard Road they were utilizing lights and siren. Captain Ethridge advised as Engine 19 made sure all traffic was alerted, they attempted a right turn across traffic. Captain Ethridge advised as the Engine was turning he observed a white vehicle proceeding forward. Captain Ethridge advised he felt a slight bump. Captain Ethridge advised he exited the Engine and checked on the driver of the vehicle. Captain Ethridge advised the driver stated he was not hurt. Captain Ethridge advised the driver of the vehicle apologized and advised it was his fault because he thought the Engine was going straight or turning left. Captain Ethridge advised after the police arrived, the driver of the vehicle recanted his statement.

The investigation reveals that a white 4-Door 2009 Toyota Scion driven by Mr. Walker Bailey Lacey attempted to travel East on E. Countyline Road, prior to Engine 19 completing the right turn from E. Countyline Road to North Pear Orchard Road. The damage to the Engine was primarily confined to the rear Captains side door, quarter panel and fender well. The damage to the Toyota Scion was primarily confined to the front bumper and left quarter panel. Weather did not play a factor in this accident. Color photos were taken of both vehicles. The Toyota Scion was transported to the City of Jackson Impound Lot by Wards Towing. In my opinion this accident was unpreventable.

Charles D. Felton Jr.
Jackson Fire Department
Arson & Internal Affairs Division



ORDINANCE AMENDING SECTION 86-8 OF THE JACKSON CODE OF ORDINANCES: DISCHARGE OF FIREARMS WITHIN CITY; DUTY TO REPORT LOSS OR THEFT OF FIREARM

WHEREAS, the City of Jackson, Mississippi ("City") has an interest in maintaining the public safety and general welfare of citizens of the City of Jackson and its visitors; and

WHEREAS, Chapter 86 Article I of the City of Jackson Code of Ordinances contains offenses adopted by the City regarding Discharge of Firearms Within City; Duty to Report Loss or Theft of Firearm; and

WHEREAS, the Municipal Court of the City of Jackson is granted jurisdiction to try and dispose of cases where a person is in violation of City ordinances and/or state law, including, but not limited to: the discharge of firearms within the City limits; and the duty to report loss or theft of firearm; and

WHEREAS, the discharge of firearms within the city is presently illegal under Section 86-8 of the Code of Ordinances of the City of Jackson, as amended; however, there currently is no specific prohibition in the City's ordinances concerning forfeiture of firearms discharged within the City limits; and

WHEREAS, the City Council finds that it is in the City's best interest to provide local law enforcement with the ability to forfeit firearms upon conviction and use the proceeds to purchase bullet proof vests for the department.

THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI HEREBY ORDAINS the following:

SECTION 1: Chapter 86, Article I of the City of Jackson's Code of Ordinances shall be amended to include the following new section:

Sec. 86-8 Discharge of Firearms Within City; Duty Report Loss or Theft of Firearm; Forfeiture of Firearm.

Section C. Any weapon used in violation of this ordinance shall be seized by the arresting officer, may be introduced in evidence, and in the event of a conviction, shall be ordered to be forfeited, and shall be disposed of as ordered by the court having jurisdiction of such offense. In the event of dismissal or acquittal of charges, such weapon shall be returned to the accused from whom it was seized pursuant to §97-37-3 of the Mississippi Code Annotated (1972), as amended.

Item #13
Date: 7-9-19
By: Stokes

(1) If the weapon to be forfeited is merchantable, the court may order the weapon forfeited to the seizing law enforcement agency.

(2) A weapon so forfeited to a law enforcement agency may be sold at an auction as provided by state law to a federally-licensed firearms dealer, with the proceeds from such sale at auction to be used to buy bulletproof vests for the seizing law enforcement agency.

SECTION 2: All predating provisions of the Code of Ordinance of the City of Jackson, Mississippi, in conflict with the provisions of this amendment shall be, and the same are hereby, repealed; and, all other provisions of the Code of Ordinances of the City of Jackson, not in conflict with the provisions of this amendment shall remain in full force and effect.

SECTION 3: This Ordinance shall be effective thirty (30) days after passage and publication.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SEC. 102-31 OF THE SIGN ORDINANCE ADDING THE EXEMPTION OF DEFINED CHURCH (PLACE OF WORSHIP) WITH EXISTING GROUND SIGN STRUCTURE.

WHEREAS, it is in the best interest of the City of Jackson to exempt Churches with an existing ground sign from applying for a permit or variance to change the face of the sign.

WHEARAS, the City Council of Jackson, Mississippi recognizes that existing churches may change institutions either through Lease, purchase or acquisition. In addition the City Council understands that an institution defined as a church (place of worship) has the right and authority without a sign permit or variance to change the face of existing ground sign to represent the name of the place of worship.

WHEREAS, a church (place of worship) is defined as a facility used to hold religious services, meetings, and similar activities. The term church shall not carry a secular connotation and shall include buildings in which the religious services of any denomination are held. The term church does not apply to detached accessory uses or church related uses such as schools, residences, coffee houses, day care centers, bingo parlors, and fellowship halls.

WHEREAS, this ordinance does not apply to store front or newly built churches (places of worship). This ordinance only applies to existing churches where there is already a defined existing ground sign.

BE IT HEREBY ORDERED that the city council amends Sec. 102-31 of the sign ordinance adding the following:

(25) Church (Place Of Worship) with an existing ground sign.

IT IS FINANLY ORDERED that the preceding amendment of the referenced Ordinance of the City of Jackson, Mississippi shall be published and effective immediately upon passage.

Item #14

By: Aaron B. Banks

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

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

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

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

Item #15
Date: 7-9-19

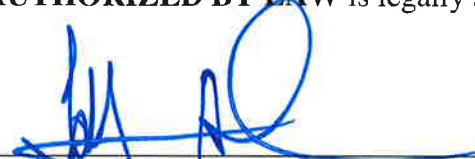
Office of the City Attorney


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
6/13/2019

This ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2019-2020, AS CONSIDERED, EXAMINE, CORRECTED AND EQUALIZED SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 23, 2019 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Monica D. Allen, *Special Assistant* 

6/13/19

DATE

ORDER APPROVING THE MOTOR VEHICLE AD VALOREM TAX ASSESSMENT SCHEDULE FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2019-2020, AS CONSIDERED, EXAMINED, CORRECTED AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 23, 2019 AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

OFFICE OF THE CITY CLERK
6/19/2019

WHEREAS, the Council of the City of Jackson, Mississippi, having heretofore received the motor vehicle ad valorem tax assessment schedule prepared and adopted by the Mississippi Department of Revenue, and the Council having examined and considered the said motor vehicle ad valorem tax assessment schedule and from said examination and other evidence before it finds that the valuations set forth therein have been equalized in general throughout the City and School District, and fully comply with statutes governing the preparation of the same, and that the said schedule should now be approved, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule be and the same is hereby approved, subject to the rights of citizens and property owners to object and protest thereto, and that the City Clerk be and she is hereby authorized and directed to give notice thereof by publication in the Jackson Advocate, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 18, 2019, the publication of which shall be made no more than fifteen (15) days prior to the regular meeting of the Council to be held on July 23, 2019, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2019-2020, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public, and that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the City Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 6:00 p.m. on July 23, 2019 at which time the Council will convene in regular session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

Item #18
Date: 7-9-19
By: Horton, Lumumba



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Jones Horton, Director *LJH*
Department of Administration

DATE: June 10, 2019

RE: 2019-2020 Motor Vehicle Assessment

The Mississippi Department of Revenue prepared the Motor Vehicle Assessment Schedule for 2019-2020. The City will adopt the schedule as prepared by the Mississippi Department of Revenue. Taxpayers can object to the Motor Vehicle Assessment Schedule, in writing with the City Clerk, on or before the Council meeting to be held on July 23, 2019. If no protests are received, the Council may then approve the 2019-2020 Motor Vehicle Schedule as prepared by the Department of Revenue.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: June 10, 2019

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	2019-2020 MOTOR VEHICLE ASSESSMENT SCHEDULE								
2.	Public Policy Initiative 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	CHANGES IN CITY GOVERNMENT								
3.	Who will be affected	ALL TAXPAYERS IN THE CITY OF JACKSON, MISSISSIPPI AND THE PUBLIC SCHOOL DISTRICT								
4.	Benefits	PROVIDE FOR COLLECTION OF MOTOR VEHICLE AND AD VALOREM TAXES								
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION								
8.	COST	N/A								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A								
10.	EBO participation	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 ___

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2019-2020

AUGUST 1, 2019 THROUGH JULY 31, 2020

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

INDEX

Commissioner Order.....	1
Rule 9	2
Assessments.....	3-4

SEMI-TRAILERS

SEMI-TRAILERS.....	5-17
CONCESSION TRAILERS.....	18-19
UTILITY TRAILERS.....	20-34
BOAT TRAILERS.....	35-37
HORSE AND STOCK TRAILERS.....	38-64
MOPEDS, MINI CARS/TRUCKS AND GOLF CARTS	65-66

ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2019-2020

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2019-2020 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2019-2020, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 24 day of May, 2019.

DEPARTMENT OF REVENUE,
Herb Frierson, Chairman

By Tony Rowley
Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks.

These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2010 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSE

ASSESSMENT PERCENTAGES

2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS

VAN TYPE

VALUES

***DRY FREIGHT
ALL PURPOSE***

**Aluminum, Plywood Walls,
Wood Floor**

40' - 43'-----	\$	26,389
45'-----	\$	31,336
48'-----	\$	33,019
53'-----	\$	34,702



SEMI-TRAILERS

SIDE CURTAIN

VALUES

DRY FREIGHT

Steel and Aluminum

45'-----	\$	37,000
48'-----	\$	40,000
53'-----	\$	42,000



SEMI-TRAILERS

REFRIGERATED

VALUES

***REFRIGERATED
aka REEFER***

**Aluminum, Insulated,
Extruded Aluminum Floor**

40' - 43'-----	\$	57,487
45'-----	\$	61,695
48'-----	\$	65,341
53'-----	\$	67,228



SEMI-TRAILERS

DROP DECK VAN

VALUES

**Aluminum, Plywood Walls, Hardwood
Floor**

40' - 45'-----	\$	43,437
48'-----	\$	48,741
53'-----	\$	51,342



SEMI-TRAILERS

FLATBED TYPE

VALUES

FLATBED

Steel, Wood Floor

40'-----	\$	32,900
45'-----	\$	34,206
48'-----	\$	35,348
53'-----	\$	39,510



SEMI-TRAILERS

FLATBED TYPE

VALUES

FLATBED

Aluminum

40'-----	\$	38,510
45'-----	\$	39,816
48'-----	\$	40,958
53'-----	\$	45,120



SEMI-TRAILERS

FLATBED TYPE

VALUES

Steel, Wood Floor

DROP DECK FLAT

40' - 43'-----	\$	41,665
45'-----	\$	43,032
48'-----	\$	44,399
53'-----	\$	45,766



SEMI-TRAILERS

FLATBED TYPE

VALUES

Aluminum

DROP DECK FLAT

40' - 43'-----	\$	48,020
45'-----	\$	49,387
48'-----	\$	50,754
53'-----	\$	52,121



SEMI-TRAILERS

LOWBOY

VALUES

LOWBOY

Fixed Gooseneck

25 Ton-----	\$	53,412
35 Ton-----	\$	57,339
50 Ton-----	\$	62,439
60 Ton-----	\$	66,315



SEMI-TRAILERS

LOWBOY

VALUES

LOWBOY

Detachable Gooseneck

25 Ton-----	\$	59,350
35 Ton-----	\$	59,277
50 Ton-----	\$	64,377
60 Ton-----	\$	68,253



SEMI-TRAILERS

LOG TRAILER

VALUES

LOG TRAILER

4 Bolster-----
Home Made-----

\$ 20,000
\$ 10,000



SEMI-TRAILERS

FEED TRAILER

VALUES

FEED

Aluminum-----

\$ 49,000



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>PNEUMATIC DRY BULK aka POSSUM BELLY</i>	Aluminum	
	40' or less-----	\$ 82,005
	42' -----	\$ 83,987
Cement, Lime, Sand, Etc.	Steel	
	40' or less-----	\$ 62,727
	42' -----	\$ 64,709



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>ASPHALT</i>	Aluminum, Mild Steel	
	Liquid Asphalt-----	\$ 56,404



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
<i>Uncoded</i>		
	Less than 7000 Gal-----	\$ 64,817
	7000 Gal-----	\$ 69,483
	More than 7000 Gal-----	\$ 72,211

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
MC 406, 407 & 408	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 76,343
	7000 Gal-----	\$ 81,009
	More than 7000 Gal-----	\$ 83,737

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
MC 200, 201 & 312	Rubber Lined	
	Less than 7000 Gal-----	\$ 86,441
	7000 Gal-----	\$ 91,107
	More than 7000 Gal-----	\$ 93,835

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
	Stainless Steel	
MC 331	Compressed gases	
	Less than 7000 Gal-----	\$ 98,120
	7000 Gal-----	\$ 102,786
	More than 7000 Gal-----	\$ 105,514



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 55,770
	8,000 – 9,000 Gallons-----	\$ 56,080
	10,000 Gallons-----	\$ 58,552

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 406,407 & 408</i>	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 76,426
	8,000 – 9,000 Gallons-----	\$ 76,736
	10,000 Gallons-----	\$ 79,208

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 200, 201 & 312</i>	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 85,133
	8,000 – 9,000 Gallons-----	\$ 85,443
	10,000 Gallons-----	\$ 87,915

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>MC 331</i>	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 96,812
	8,000 – 9,000 Gallons-----	\$ 97,122
	10,000 Gallons-----	\$ 99,594



SEMI-TRAILERS

TANK TYPE

VALUES

LIQUIFIED GASES
MC 308

Aluminum, Carbon Steel

Less Than 8,000 Gallons-----	\$	90,736
8,000 – 9,000 Gallons-----	\$	91,039
10,000 Gallons-----	\$	93,463



SEMI-TRAILERS

TANK TYPE

VALUES

SANITARY
FOOD GRADE
Milk, Water,
Syrup, Etc.

Less Than 8,000 Gallons-----	\$	50,598
8,000 – 9,000 Gallons-----	\$	55,173
10,000 Gallons-----	\$	57,848



SEMI-TRAILERS

GRAIN

VALUES

GRAIN

Hopper & Conveyor (Walking Floor)

Aluminum

1 Hopper & Conveyor-----	\$	39,706
2 Hopper & Conveyor-----	\$	40,950
3 or more Hopper-----	\$	41,888

Steel

1 Hopper & Conveyor-----	\$	31,056
2 Hopper & Conveyor-----	\$	32,300
3 or more Hopper-----	\$	33,238



SEMI-TRAILERS

LIVESTOCK

VALUES

LIVESTOCK

Aluminum

Less Than 42'-----	\$	55,420
43'- 47'-----	\$	58,520
48'-----	\$	62,396
53'-----	\$	64,232

Stainless Steel

Less Than 42'-----	\$	49,546
43'- 47'-----	\$	52,708
48'-----	\$	56,584
53'-----	\$	58,420



SEMI-TRAILERS

DUMP TYPE

VALUES

Aluminum

24'-33'-----	\$	51,456
34'-35'-----	\$	57,015
36'-----	\$	57,729

Stainless Steel

24'-33'-----	\$	41,970
34'-35'-----	\$	47,529
36'-----	\$	48,243



SEMI-TRAILERS

AUTO TRANSPORT

VALUES

Most----- \$ 65,000



SEMI-TRAILERS

CHIP

VALUES

CHIP

Aluminum

42'----- \$ 21,000
45'----- \$ 21,500
48'----- \$ 24,200
53'----- \$ 24,700



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



UTILITY TRAILER

SINGLE OR DOUBLE AXLE

VALUES

**FLAT BED, TILT
OR DROP GATE**

4X6-----	\$	548
4X8-----	\$	700
4X10-----	\$	850
5X8-----	\$	1,000
5X10-----	\$	1,345
5X12-----	\$	1,570
5X14-----	\$	1,595
6X8-----	\$	1,625
6X10-----	\$	1,670
6X12-----	\$	1,750
6X14-----	\$	1,765
6X16-----	\$	1,775
6X18-----	\$	2,265
7X10-----	\$	2,225
7X12-----	\$	2,335
7X14-----	\$	2,725
7X16-----	\$	2,775
7X18-----	\$	3,105
7X20-----	\$	3,650
8X12-----	\$	3,770
8X14-----	\$	4,022
8X16-----	\$	4,144
8X18-----	\$	4,327
8X20-----	\$	4,509
9X12-----	\$	4,884
9X14-----	\$	5,259
9X16-----	\$	5,634
9X18-----	\$	6,009
9X20-----	\$	6,384
9X24-----	\$	6,759



UTILITY TRAILER

DUMP

VALUES

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



UTILITY TRAILER

EQUIPMENT

VALUES

SOLID FLOOR	6X20-----	\$	2,200
WITH RAMPS	6X24-----	\$	3,190
OR DOVE TAIL	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



UTILITY TRAILER

EQUIPMENT

VALUES

**GOOSENECK AND
GOOSENECK / PINTEL**

6X16-----	\$	3,499
6X18-----	\$	3,580
6X20-----	\$	3,629
6X24-----	\$	4,417
7X18-----	\$	4,428
7X20-----	\$	4,622
7X22-----	\$	4,671
7X24-----	\$	4,741
7X26-----	\$	4,763
8X20-----	\$	4,995
8X24-----	\$	5,005
8X26-----	\$	5,070
9X20-----	\$	5,130
9X24-----	\$	5,260
9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES
OPEN / DRIVE ON	6X20-----	\$ 2,479
	6X24-----	\$ 2,647
	7X14-----	\$ 2,680
	7X16-----	\$ 2,774
	7X18-----	\$ 2,900
	7X20-----	\$ 3,173
	7X24-----	\$ 3,216
	8X20-----	\$ 3,337
	8X25-----	\$ 3,404
	9X18-----	\$ 3,524
	9X24-----	\$ 3,678
	9X26-----	\$ 3,712



UTILITY TRAILER

CAR CARRIER

VALUES

ENCLOSED

8X18-----	\$	10,200
8X20-----	\$	11,700
8X22-----	\$	12,360
8X24-----	\$	12,990
8X26-----	\$	13,680
8X28-----	\$	13,800
8X30-----	\$	14,450
8X32-----	\$	15,000
8X34-----	\$	15,380
9X18-----	\$	15,720
9X20-----	\$	16,290
9X22-----	\$	16,400
9X24-----	\$	16,860
9X26-----	\$	16,990
9X28-----	\$	17,100
9X30-----	\$	17,280
9X32-----	\$	17,310



UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED V- NOSE	8X20-----	\$ 11,900
	8X22-----	\$ 12,100
	8X24-----	\$ 13,225
	8X26-----	\$ 13,790
	8X28-----	\$ 14,355
	8X30-----	\$ 14,820
	8X32-----	\$ 15,320
	8X34-----	\$ 16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>
ENCLOSED	8X20-----	\$ 12,970
	8X22-----	\$ 13,125
	8X24-----	\$ 13,200
GOOSENECK / PINTEL	8X26-----	\$ 13,320
	8X28-----	\$ 14,510
	8X30-----	\$ 14,760
	8X32-----	\$ 15,280
	8X34-----	\$ 15,500
	8X36-----	\$ 15,570
	8X38-----	\$ 15,900
	8X40-----	\$ 16,375
	8X42-----	\$ 16,550
	8X44-----	\$ 16,750
	8X46-----	\$ 16,900
	8X48-----	\$ 17,275
	8X50-----	\$ 17,500
	8X53-----	\$ 18,090
	9X28-----	\$ 18,500
	9X32-----	\$ 19,050
	9X44-----	\$ 19,900
9X48-----	\$ 26,215	
9X50-----	\$ 26,800	



UTILITY TRAILER

CARGO

VALUES

**PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



UTILITY TRAILER

CARGO

VALUES

PULL BEHIND	6X12-----	\$	4,658
TANDEM AXLE	6X14-----	\$	4,774
V-NOSE	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



UTILITY TRAILER

CARGO

VALUES

PULL BEHIND	4X6-----	\$	1,534
SINGLE AXLE	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



UTILITY TRAILER

CARGO

VALUES

PULL BEHIND	5X8-----	\$	2,592
SINGLE AXLE	5X10-----	\$	2,805
V-NOSE	5X12-----	\$	2,902
	6X10-----	\$	3,018
	6X12-----	\$	3,199
	6X14-----	\$	3,315
	7X12-----	\$	3,605



UTILITY TRAILER

CARGO

VALUES

GOOSENECK	7X14-----	\$	4,500
TANDEM AXLE	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER

CARGO

VALUES

**GOOSENECK
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



BOAT TRAILER

SINGLE AXLE

VALUES

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER

TANDEM AXLE

VALUES

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER

TRI - AXLE

VALUES

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

CHARMAC
ALUMINUM

STOCK TRAIER

BUMPER PULL

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D

STOCK TRAILER

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL

STOCK TRAILER

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D

**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D

**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE

STOCK TRAILER

GOOSENECK

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER

GOOSENECK

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD

HORSE TRAILER

BUMPER PULL

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS

STOCK TRAILER

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM

STOCK TRAILER

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

FEATHERLITE
ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

FEATHERLITE
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE
STEEL**

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE
STEEL**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM

STOCK TRAILER

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER

STOCK TRAILER

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER

STOCK TRAILER

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER

STOCK TRAILER

GOOSENECK CONTINUED

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT

STOCK TRAILER

BUMPER PULL

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN

STOCK TRAILER

BUMPER PULL

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST

STOCK TRAILER

BUMPER PULL

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS

STOCK TRAILER

STEEL

BUMPER PULL

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----		8,312

HORSE TRAILER

BUMPER PULL

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

	<u>STEEL</u>	<u>ALUMINUM</u>
BUMPER PULL		
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134

GOOSENECK

6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

HORSE TRAILER

BUMPER PULL

TWO HORSE STRAIGHT LOAD----- \$ 4,323 \$ 10,812

TWO HORSE STRAIGHT LOAD
w/TACK COMPARTMENT----- \$ 4,599 \$ 11,502

TWO HORSE STOCK
w/TACK/DRESSING ROOM----- \$ 5,002 \$ 12,510

TWO HORSE SLANT
w/TACK/DRESSING ROOM----- \$ 5,427 \$ 13,571

THREE HORSE SLANT
w/TACK/DRESSING ROOM----- \$ 5,819 \$ 14,553

GOOSENECK

THREE HORSE SLANT
w/TACK/DRESSING ROOM----- \$ 6,281 \$ 15,707

FOUR HORSE SLANT
w/TACK/DRESSING ROOM----- \$ 6,726 \$ 16,822

BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
----------	----	-------



GENERIC

STREET LEGAL GOLF CARTS

AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



OFFICE OF THE CITY ATTORNEY
Tel. 7/1/12

ORDER DESIGNATING TRUSTMARK NATIONAL BANK AS THE DEPOSITORY FOR THE DEBT SERVICE ACCOUNT AND DEBT SERVICE RESERVE ACCOUNT ESTABLISHED PURSUANT TO SECTION 6.03 OF THE CITY'S GENERAL BOND RESOLUTION AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A DEPOSITORY AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND TRUSTMARK NATIONAL BANK TO COMPLY WITH SECTION 11.01 OF THE CITY'S GENERAL BOND RESOLUTION.

WHEREAS, on March 11, 1993, the City Council of the City (the "Governing Body") adopted a resolution (the "General Bond Resolution") authorizing the issuance from time to time of Water and Sewer System Revenue Bonds of the City (the "Bonds") in one or more series; and

WHEREAS, the General Bond Resolution was amended and supplemented by Amendments and Supplements to the General Bond Resolution adopted on March 16, 2004, July 18, 2011 and August 7, 2012; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established a Bond Fund and a Debt Service Account and a Debt Service Reserve Account within said Bond Fund; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established the Debt Service Account for the payment of the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established a Debt Service Reserve Account for the purpose of providing a reserve fund for the payment of the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, Section 6.03 of the General Bond Resolution, as amended and supplemented, directs that all moneys in the Revenue Fund established thereunder first be deposited in the Operation and Maintenance Fund for the operation and maintenance of the combined water and sewer system of the City (the "System") and then be deposited by the City to the Depository for deposit by the Depository first to the credit of the Debt Service Account and second to the credit of the Debt Service Reserve Account, to the extent such accounts are not funded in accordance with the General Bond Resolution, as amended and supplemented; and

WHEREAS, the depository agreement will require that there be created and established with the Depository special and irrevocable trust funds to be held in the custody of the Depository separate and apart from other funds of the City or of the Depository designated (a) the Water and Sewer System Debt Service Account (the "Debt Service Account") to which there shall be credited the moneys required to be deposited in the Debt Service Account by Section 6.03(b)(1) of the General Bond Resolution, as amended and supplemented, and any applicable provision of a Series Resolution, and (b) the Debt Service Reserve Account, to which there shall be credited the moneys required to be deposited in the Debt Service Reserve Account by Section 6.03 (b)(2)(A) of the General Bond Resolution, as amended and supplemented, and any applicable provision of a Series Resolution; and

Item #19
Date: 7-9-19
By: Horton, Lumumba

WHEREAS, the depository agreement will require that the deposit of moneys in the Debt Service Account and the Debt Service Reserve Account shall constitute an irrevocable deposit of said moneys for the benefit of the Holders of the Bonds, and such moneys shall be transferred to the Series Paying Agent or agents for any Series of Bonds for the payment of the principal of, premium, if any, and interest on such Bonds as the same shall mature and become due. Such transfers for the payment of the principal of, premium, if any, and interest on the Bonds, shall be made sufficiently in advance of any payment date to reach said Series Paying Agent or agents at least five (5) days prior to the date on which such principal, premium, if any, or interest shall become due. Such transfers shall be made, in accordance with the General Bond Resolution, as amended and supplemented, first from the Debt Service Account, and then, if necessary, from the Debt Service Reserve Account.

In lieu of moneys or other investments, the Depository, at the direction of the City, may hold a surety bond, municipal bond insurance policy or letter of credit in the Debt Service Reserve Account on the terms and conditions set forth in Section 6.03(b)(2)(B) of the General Bond Resolution, as amended and supplemented; and

WHEREAS, the depository agreement will require that after all payments of the principal of, premium, if any, and interest on the Bonds have been made or provision for such payment has been made as set forth in the General Bond Resolution, as amended and supplemented, all remaining moneys and investments on deposit in the Debt Service Account and the Debt Service Reserve Account, together with any income and interest thereon, shall be transferred to the City and any surety bond, municipal bond insurance policy or letter of credit referred to in Section 2.2 hereof shall, except as otherwise provided therein, be transferred, delivered or cancelled as directed by the City; and

WHEREAS, the depository agreement will require that the trust created be irrevocable. The Holders of the Bonds shall have an express lien on all moneys deposited in the Debt Service Account and Debt Service Reserve Account and on the principal of and interest on all investments held in said accounts and on any surety bond, municipal bond insurance policy or letter of credit described in Section 2.2 hereof and all amounts paid thereunder, until used and applied in accordance with the General Bond Resolution, as amended and supplemented, any Series Resolution and this Agreement; and

WHEREAS, the depository agreement will require that the Depository agrees to provide to any municipal bond insurance company then insuring the Bonds, no later than two (2) business days after the 15th day of each month, a record of all deposits into the Debt Service Account and the Debt Service Reserve Account required by Section 6.03(b)(1) and 6.03(b)(2)(A) of the General Bond Resolution, as amended and supplemented.

IT IS, THEREFORE, ORDERED that Trustmark National Bank be designated as the depository for the Debt Service Account and Debt Service Reserve Account established pursuant to Section 6.03 of the City's General Bond Resolution, as amend and supplemented.

IT IS FURTHER ORDERED that the Administration be authorized to execute a depository agreement by and between the City of Jackson, Mississippi and Trustmark National

Bank and take those steps necessary to comply with Section 11.01 of the City's General Bond Resolution.

(Lumumba, Blaine, Horton)

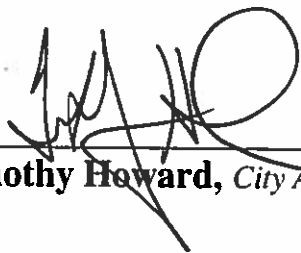
Office of the City Attorney

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
7/1/19

This ORDER DESIGNATING TRUSTMARK NATIONAL BANK AS THE DEPOSITORY FOR THE DEBT SERVICE ACCOUNT AND DEBT SERVICE RESERVE ACCOUNT ESTABLISHED PURSUANT TO SECTION 6.03 OF THE CITY'S GENERAL BOND RESOLUTION AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A DEPOSITORY AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND TRUSTMARK NATIONAL BANK TO COMPLY WITH SECTION 11.01 OF THE CITY'S GENERAL BOND RESOLUTION is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Date 7/1/19

DEPOSITORY AGREEMENT

by and between

CITY OF JACKSON, MISSISSIPPI

and

TRUSTMARK NATIONAL BANK

Dated as of July __, 2019

This **DEPOSITORY AGREEMENT** (this "Agreement"), dated as of July __, 2019, by and between the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi (the "State"), and **TRUSTMARK NATIONAL BANK**, Jackson, Mississippi (the "Depository"), a national banking association organized under the laws of the United States of America;

WITNESSETH:

WHEREAS, on March 11, 1993, the City Council of the City (the "Governing Body") adopted a resolution (the "General Bond Resolution") authorizing the issuance from time to time of Water and Sewer System Revenue Bonds of the City (the "Bonds") in one or more series; and

WHEREAS, the General Bond Resolution was amended and supplemented by Amendments and Supplements to the General Bond Resolution adopted on March 16, 2004, July 18, 2011 and August 7, 2012; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established a Bond Fund and a Debt Service Account and a Debt Service Reserve Account within said Bond Fund; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established the Debt Service Account for the payment of the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, the General Bond Resolution, as amended and supplemented, established a Debt Service Reserve Account for the purpose of providing a reserve fund for the payment of the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, Section 6.03 of the General Bond Resolution, as amended and supplemented, directs that all moneys in the Revenue Fund established thereunder first be deposited in the Operation and Maintenance Fund for the operation and maintenance of the combined water and sewer system of the City (the "System") and then be deposited by the City to the Depository for deposit by the Depository first to the credit of the Debt Service Account and second to the credit of the Debt Service Reserve Account, to the extent such accounts are not funded in accordance with the General Bond Resolution, as amended and supplemented; and

WHEREAS, the Depository is a qualified depository of the City and pursuant to the laws of the State and the General Bond Resolution, as amended and supplemented, the City hereby designates the Depository as the depository for the Debt Service Account and the Debt Service Reserve Account; and

WHEREAS, the Depository has agreed to act as the depository in accordance with the terms of the General Bond Resolution, as amended and supplemented, until a new depository is designated pursuant to this Agreement; and

WHEREAS, all terms not defined herein shall have the meaning ascribed thereto in the General Bond Resolution, as amended and supplemented; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

GENERAL BOND RESOLUTION GOVERNS

Section 1.1 Receipt of a true and correct copy of the General Bond Resolution, as amended and supplemented, is hereby acknowledged by the Depository, and reference herein to or citation herein of any provision of the General Bond Resolution, as amended and supplemented, shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein. In the event of any conflict between the provisions of the General Bond Resolution, as amended and supplemented, and this Agreement, the General Bond Resolution, as amended and supplemented, shall govern.

ARTICLE II

DEBT SERVICE ACCOUNT AND DEBT SERVICE RESERVE ACCOUNT

Section 2.1 There are hereby created and established with the Depository special and irrevocable trust funds to be held in the custody of the Depository separate and apart from other funds of the City or of the Depository designated (a) the Water and Sewer System Debt Service Account (the "Debt Service Account") to which there shall be credited the moneys required to be deposited in the Debt Service Account by Section 6.03(b)(1) of the General Bond Resolution, as amended and supplemented, and any applicable provision of a Series Resolution, and (b) the Debt Service Reserve Account, to which there shall be credited the moneys required to be deposited in the Debt Service Reserve Account by Section 6.03 (b)(2)(A) of the General Bond Resolution, as amended and supplemented, and any applicable provision of a Series Resolution.

Section 2.2 The deposit of moneys in the Debt Service Account and the Debt Service Reserve Account shall constitute an irrevocable deposit of said moneys for the benefit of the Holders of the Bonds, and such moneys shall be transferred to the Series Paying Agent or agents for any Series of Bonds for the payment of the principal of, premium, if any, and interest on such Bonds as the same shall mature and become due. Such transfers for the payment of the principal of, premium, if any, and interest on the Bonds, shall be made sufficiently in advance of any payment date to reach said Series Paying Agent or agents at least five (5) days prior to the date on which such principal, premium, if any, or interest shall become due. Such transfers shall be

made, in accordance with the General Bond Resolution, as amended and supplemented, first from the Debt Service Account, and then, if necessary, from the Debt Service Reserve Account.

In lieu of moneys or other investments, the Depository, at the direction of the City, may hold a surety bond, municipal bond insurance policy or letter of credit in the Debt Service Reserve Account on the terms and conditions set forth in Section 6.03(b)(2)(B) of the General Bond Resolution, as amended and supplemented.

Section 2.3 After all payments of the principal of, premium, if any, and interest on the Bonds have been made or provision for such payment has been made as set forth in the General Bond Resolution, as amended and supplemented, all remaining moneys and investments on deposit in the Debt Service Account and the Debt Service Reserve Account, together with any income and interest thereon, shall be transferred to the City and any surety bond, municipal bond insurance policy or letter of credit referred to in Section 2.2 hereof shall, except as otherwise provided therein, be transferred, delivered or cancelled as directed by the City.

Section 2.4 The trust created hereby shall be irrevocable. The Holders of the Bonds shall have an express lien on all moneys deposited in the Debt Service Account and Debt Service Reserve Account and on the principal of and interest on all investments held in said accounts and on any surety bond, municipal bond insurance policy or letter of credit described in Section 2.2 hereof and all amounts paid thereunder, until used and applied in accordance with the General Bond Resolution, as amended and supplemented, any Series Resolution and this Agreement.

ARTICLE III

MISCELLANEOUS

Section 3.1 The Depository, agrees to provide to any municipal bond insurance company then insuring the Bonds, no later than two (2) business days after the 15th day of each month a statement/accounting of all deposits into the Debt Service Account and the Debt Service Reserve Account, as required by Section 6.03(b)(1) and 6.03(b)(2)(A) of the General Bond Resolution, as amended and supplemented.

Section 3.2 The Depository shall invest the moneys on deposit under this Agreement not immediately required for disbursement at the direction of the City as provided in Section 6.04 of the General Bond Resolution, as amended and supplemented. The Depository shall not be liable for any investment made at the direction of the Governing Body pursuant to this Agreement or for any moneys disbursed at the direction of the Governing Body.

Section 3.3 In the event the Depository fails to account for any of the moneys or investments received by it, said moneys or investments shall be and remain the property of and held in trust for the Holders of the Bonds as herein provided, the assets of the Depository shall be impressed with a trust for the amount thereof until the required application shall be made.

Section 3.4 This Agreement is made for the benefit of the City and the Holders from time to time of the Bonds and if a municipal bond insurance company insures any of the Bonds, said insurance company, and this Agreement shall not be repealed, revoked, altered or amended

without the written consent of the Holders of at least two-thirds of the principal amount of the Bonds then outstanding and if a municipal bond insurance company insures any of the Bonds, said insurance company and the Depository; provided that the City and the Depository may, without the consent of, or notice to, the Bondholders but with the consent of any municipal bond insurance company then insuring the Bonds, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such Holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Depository for the benefit of the Holders of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Holders of the Depository; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Depository shall be entitled to rely exclusively upon an unqualified opinion of Nationally Recognized Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the Holder of the Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 3.5 (a) The Depository at the time acting hereunder may at any time resign and be discharged from the trusts hereby created by giving not less than sixty (60) days' written notice to the City and any municipal bond insurance company then insuring the Bonds, but no such resignation shall take effect unless a successor Depository shall have been appointed by the Holders of the Bonds or by the City as hereinafter provided and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Depository.

(b) The Depository may be removed at any time by the City pursuant to (1) the instrument or concurrent instruments in writing, delivered to the Depository and to the City and signed by the Holders of a majority in principal amount of the Bonds then outstanding or (2) a resolution of the Governing Body; provided, however, such removal shall have been approved by any municipal bond insurance company then insuring the Bonds.

(c) In the event the Depository hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Depository shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall promptly appoint a successor Depository with the written approval of any municipal bond insurance company then insuring the Bonds. No successor Depository shall be appointed unless such successor Depository shall be a banking corporation or association organized under the banking laws of the United States of America or any state and have at the time of appointment capital and surplus of not less than \$50,000,000.

(d) In the event that no appointment of a successor Depository or a temporary successor Depository shall have been made by such Holders or the City pursuant to the foregoing provisions of this Section within sixty (60) days after written notice of resignation of the Depository has been given to the City, the Holder of any of the Bonds, any retiring Depository or any municipal bond insurance company then insuring the Bonds, may apply to any court of competent jurisdiction for the appointment of a successor Depository and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Depository.

(e) Every successor Depository appointed hereunder shall execute, acknowledge and delivery to its predecessor and to the City, an instrument in writing accepting such appointment hereunder and thereupon such successor Depository without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Depository or the City, execute and deliver an instrument transferring to such successor Depository all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository shall deliver all securities, moneys, investments, surety bonds, insurance policies and letters of credit held by it to its successor; provided, however, that before any such delivery is required to be made, all reasonable fees, advances and expenses of the retiring or removed Depository shall be paid in full.

(f) Should any transfer, assignment or instrument in writing from the City be required by any successor Depository for more fully and certainly vesting in such successor Depository the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Depository, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(g) Any corporation into which the Depository, or any successor to it in the trusts created by this Agreement may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Depository or any successor to it shall be a party shall, if reasonably satisfactory to the City, be the successor Depository under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(h) The City will provide any successor Depository with certified copies of all resolutions, orders and other proceedings adopted by the governing body of the City relating to the Bonds.

Section 3.6 All duties and obligations imposed hereby on a Depository or successor Depository shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Agreement.

Section 3.7 The fees and expenses of the Depository for services performed under this Agreement shall be an expense of the System and shall be paid from the Operation and Maintenance Fund.

Section 3.8 If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of the City or the Depository should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 3.9 This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.10 This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 3.11 Except as otherwise provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. Where required herein, notice shall be given by telephone, and promptly confirmed in writing, and shall be deemed given when given by telephone to the telephone numbers set forth below. The City and the Depository may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the City: City of Jackson
 200 South President Street
 Jackson, Mississippi 39205
 Attn: Finance Director

To the Depository: Trustmark National Bank
 248 East Capitol St. Ste. 820
 Jackson, Mississippi 39201
 Attn: Corporate Trust Department

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

**TRUSTMARK NATIONAL BANK,
As Depository**

By: _____

Title: _____

47774896.v3

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM

WHEREAS, the City of Jackson purchased Kronos software from Immix Technology, Inc.; and

WHEREAS, the City of Jackson uses the Kronos software for its timekeeping system; and

WHEREAS, the maintenance agreement for the Kronos software expires on June 26, 2019 and will need to be renewed; and

WHEREAS, the cost of renewal is \$101,645.98; and

WHEREAS, Immix Technology, Inc., is the sole provider of Kronos maintenance support; and

WHEREAS, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a maintenance agreement with Immix Technology, Inc., at a cost of \$101,645.98 for the period beginning on the last date of execution by both parties and lasting through June 25, 2020.

Item #20
Date: 7-9-19
By: Horton, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5-31-2019

DATE

P O I N T S		C O M M E N T S								
1.	Brief Description	Annual Maintenance renewal for the Kronos software.								
2.	Public Policy Initiative <ol style="list-style-type: none"> 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 	Changes in City Government								
3.	Who will be affected	All Departments								
4.	Benefits	Immix Technology, Inc., will continue to provide maintenance support for the Kronos software.								
5.	Schedule (beginning date)	Final date of execution by both parties.								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City Department								
8.	COST	\$101,645.98								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account # 004-90400-6464								
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	_____

Department of Administration



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director
Department of Administration

LWH

Date: May 31, 2019

Re: Kronos Software Support Renewal

The City of Jackson purchased Kronos software from Immix Technology, Inc ("Immix"). The City uses the Kronos software for its timekeeping system.

The maintenance agreement on the Kronos software expires on June 26, 2019 and must be renewed. Immix is the sole provider of maintenance support for Kronos and the cost associated with renewal is \$101,645.98.

The maintenance support agreement for this software will benefit all City departments by ensuring that our Kronos system is running at optimal performance levels.

I recommend that we renew this support agreement.

LH/rb

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 IMMIX TECHNOLOGY, INC. FOR THE PURCHASE OF A MAINTENANCE AGREEMENT FOR THE CITY OF JACKSON'S KRONOS TIMEKEEPING SOFTWARE SYSTEM** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney 

6/6/19

DATE

OFFICE OF THE CITY ATTORNEY
6/6/19

Sales Quotation

Fred Wilson
City of Jackson
Information Systems
353 South Congress Street
Jackson, MS 39201
PH: 601.960.1395
fwilson@city.jackson.ms.us

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1006185-V0S9V0
Quote Date: 2/25/2019
Expiration Date: 6/25/2019

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

immixTechnology, Inc. Parks, Jessica
Contact:
703-677-9793 jessica.parks@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6107879

Manufacturer Contact: Paquette, Mariama
978 947 7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	2750	\$7.3900	\$20,322.50
Period of Performance: 6/26/2019 to 6/25/2020.							
2	8800177-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	2300	\$5.4400	\$12,512.00
Period of Performance: 6/26/2019 to 6/25/2020.							
3	8800178-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	250	\$60.2600	\$15,065.00
Period of Performance: 6/26/2019 to 6/25/2020.							
4	8800183-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Absence Manager V8 - per employee** TRUSTED PRODUCT **	2300	\$6.7800	\$15,594.00
Period of Performance: 6/26/2019 to 6/25/2020.							
5	8800185-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	2750	\$1.1400	\$3,135.00
Period of Performance: 6/26/2019 to 6/25/2020.							
6	8800187-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **	500	\$0.4900	\$245.00
Period of Performance: 12/26/2019 to 6/25/2020.							
7	8800188-000GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **	250	\$4.0200	\$1,005.00
Period of Performance: 12/26/2019 to 6/25/2020.							
Group Total:							\$67,878.50

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
8	8603082-002GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime v6 Analog 8, Port, Dialogic** TRUSTED PRODUCT **	1	\$3,520.4000	\$3,520.40
Period of Performance: 6/26/2019 to 6/25/2020.							
9	8604315-001GM	GS-35F-0265X	MNT	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines** TRUSTED PRODUCT **	1	\$1,237.6500	\$1,237.65
Period of Performance: 12/26/2019 to 6/25/2020.							
Group Total:							\$4,758.05
10	ED-SUBSCRIPTION - 2501-5000	GS-35F-0265X	LIC	KnowledgePass Ed Services Subscription 2501 -5000 (Period of Performance: 6/26/2019 - 6/25/2020)** TRUSTED PRODUCT **	1	\$6,668.1300	\$6,668.13
Group Total:							\$6,668.13
11	99X9000-001	GS-35F-0265X	HW MNT	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C** TRUSTED PRODUCT **	52	\$229.2000	\$11,918.40
Period of Performance: 6/26/2019 to 6/25/2020.							
12	99X9000-018	GS-35F-0265X	HW MNT	Depot Exchange for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader** TRUSTED PRODUCT **	10	\$229.2000	\$2,292.00
Period of Performance: 6/26/2019 to 6/25/2020.							
13	99X9000-028	GS-35F-0265X	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	6	\$229.2000	\$1,375.20
Period of Performance: 6/26/2019 to 6/25/2020.							
14	99X9020-001	GS-35F-0265X	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	64	\$96.5100	\$6,176.64
Period of Performance: 6/26/2019 to 6/25/2020.							
15	99X9043-001	GS-35F-0265X	HW MNT	Kronos Touch ID Biometric Option for InTouch H3 Depot Exchange** TRUSTED PRODUCT **	6	\$96.5100	\$579.06
Period of Performance: 6/26/2019 to 6/25/2020.							
Group Total:							\$22,341.30

HARDWARE MAINTENANCE	\$22,341.30
LICENSE	\$6,668.13
SW MAINTENANCE	\$72,636.55
Grand Total	\$101,645.98

POP: 6/26/2019 - 6/25/2020
Prev IM: IM89226
SID 6107879

1200 5/31/19

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf



Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

phone +1 978 250 9800
fax +1 978 367 5900
url www.kronos.com

rblakeney@jacksonms.gov

May 10, 2016

Rick Blakeney
Database Manager
City of Jackson, MS
Information Technology
353 South Congress Street
Jackson, MS 39201

**Subject: ImmixTechnology as Sole GSA Schedule Holder for Kronos
Generally Available Products/Services**

Dear Mr. Blakeney,

In an effort to consolidate and simplify Kronos' government contracting, Kronos currently maintains only one GSA Schedule Holder, ImmixTechnology, as the sole, authorized GSA Schedule Holder for all generally available Kronos Products and services.

If there are any questions regarding to anything in this letter, please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "John O'Brien".

John O'Brien
Senior Vice President, Global Sales

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELAWARE CORPORATION, FOR THE EXTENSION OF TERMS TO CERTAIN ANTENNA SITES

WHEREAS, the City of Jackson has nineteen (19) antenna site license agreements with Powertel/Memphis; and,

WHEREAS, Powertel/Memphis has indicated that it would like to extend the rental year terms to the following antenna sites:

1. Fire Station 17, 1942 Canton Mart Road
2. Fire Station 21, 5383 Watkins Drive
3. Lake Hico, 1921 W. Northside Drive
4. Magnolia Water Tank, 179 Magnolia Road
5. Savannah Street, 3792 I 55 S. Exit 90A
6. New Byram, 6675 I 55 Frontage Road

WHEREAS, with the commencement of these amendments, Powertel/Memphis shall have the option to renew for two (2) successive five (5) year terms after the initial five (5) year term has expired on the antenna sites listed.

IT IS HEREBY ORDERED that the Mayor be authorized to execute amendments with Powertel/Memphis, Inc., a Delaware Corporation, for the option to renew for two (2) successive five (5) year terms after the initial five (5) year term has expired on the above-referenced sites.

Item #21
Date: 7-9-19
By: Horton, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

6/12/2019

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Powertel/Memphis desires to extend six antenna site license agreements.
2.	Purpose	To allow Powertel/Memphis to continue to operate at these tower sites.
3.	Who will be affected	All City Departments
4.	Benefits	Enhance Cellular Service to the citizens of Jackson and increase revenue for the City of Jackson.
5.	Schedule (beginning date)	Upon Execution
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration, Telecommunications Division
8.	COST	There are no costs associated with this Order.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
10.	EBO participation	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: LaaWanda Horton, Director of Administration *LWH*

DATE: June 12, 2019

SUBJECT: Powertel/Memphis would like to extend agreements

Powertel/Memphis would like to extend the agreements on six (6) City of Jackson Tower Sites:

1. Fire Station 17, 1942 Canton Mart Road
2. Fire Station 21, 5383 Watkins Drive
3. Lake Hico, 1921 W. Northside Drive
4. Magnolia Water Tank, 179 Magnolia Road
5. Savannah Street, 3792 I 55 S. Exit 90A
6. New Byram, 6675 I 55 Frontage Road

Telecommunications ask that the Mayor be authorized to execute amendments to extend for a five (5) year term with the option to renew for two (2) successive five (5) year terms after the initial five (5) year term has expired with Powertel/Memphis, Inc., a Delaware Corporation, for the above-referenced sites.

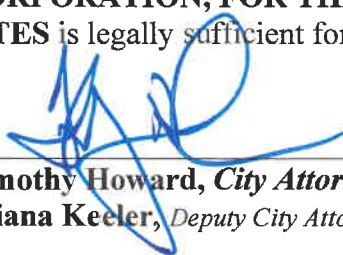
Office of the City Attorney


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
6/19/19

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO AGREEMENTS WITH POWERTEL/MEMPHIS, INC., A DELEWARE CORPORATION, FOR THE EXTENSION OF TERMS TO CERTAIN ANTENNA SITES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Briana Keeler, *Deputy City Attorney* 

6/19/19

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH EDKO, LLC., FOR VEGETATION ABATEMENT SERVICES ON CITY OF JACKSON TOWER SITES

WHEREAS, Edko, LLC has proposed a one year maintenance agreement that shall provide vegetation abatement, trash removal with insect and rodent control for twenty eight (28) City of Jackson tower sites and two (2) City of Jackson water tanks having cellular equipment attached; and

WHEREAS, this maintenance agreement shall provide, but is not limited to scheduled quarterly applications of proper treatment for the each City of Jackson tower site; and

WHEREAS, all treatments rendered shall cost Thirty Six Thousand and Six Hundred Dollars (\$36,600.00) and no cents; and

WHEREAS, the term of this agreement shall be August 15, 2019 through July 31, 2020; and

WHEREAS, this maintenance agreement shall include one (1) additional one-year renewal options beginning on the first day of August and lasting through July 31 of the following year.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with EDKO, LLC to provide vegetation management and waste removal with insect and rodent infestation control of City tower sites with said maintenance provided at a cost Thirty Six Thousand and Six Hundred Dollars (\$36,600.00) beginning on the last date of execution by both parties and lasting through July 31, 2020.

Item #22
Date: 7-9-19
By: Horton, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06/14/19

DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	Edko, LLC							
2.	Purpose	To provide grounds maintenance to 28 City of Jackson tower sites and 2 water tanks.							
3.	Who will be affected	All City of Jackson							
4.	Benefits	To manage the vegetation around the tower sites for preventative safety measure							
5.	Schedule (beginning date)	Upon Execution							
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE							
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Administration, Telecommunications Division							
8.	COST	\$36,600.00							
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Tech Fund 004-904.00-6462							
10.	EBO participation	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>	

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Tony T. Yarber
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor, Chokwe Antar Lumumba

FROM: LaaWanda Horton
Director of Administration *LWH*

DATE: June 06, 2019

RE: Maintenance Agreement with Edko, LLC for Vegetation Abatement Services on City of Jackson Tower Sites

The City of Jackson's twenty-eight (28) tower sites and two (2) water tanks are in critical need of vegetation abatement including trash removal rodent and fire ant prevention immediately. The City of Jackson through the Telecommunications Division is under contractual obligation to deliver this service to every cellular vendors providing wireless service to the citizen of Jackson by use of city towers.

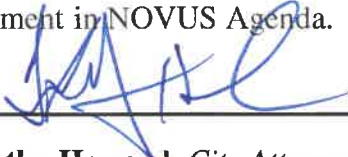
Please let us know if there are any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi
Telephone (601) 960-1799
Facsimile (601) 960-1756

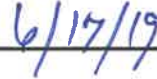
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH EDKO, LLC., FOR VEGETATION ABATEMENT SERVICES ON CITY OF JACKSON TOWER SITES** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Briana Keeler, *Deputy City Attorney* 



Date

ORDER AUTHORIZING THE MAYOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF LABOR FORM WH-56 AND BACK WAGE AND PAY EVIDENCE DISBURSEMENT DOCUMENTS

WHEREAS, a full investigation was conducted by the U.S. Department of Labor; and

WHEREAS, the U.S. Department of Labor determined that back wages in the amount of \$67,067.37 was owed to twenty-five employees in the Municipal Court Division of the Department of Administration; and

WHEREAS, the U.S. Department of Labor's determination was reported on Form WH-56; and

WHEREAS, the U.S. Department of Labor has requested that Form WH-56 be executed along with a Back Wage and Pay Evidence Disbursement document; and

IT IS HEREBY ORDERED that the Mayor be authorized to execute the WH-56 and Back Wage and Pay Evidence Disbursement documents.

IT IS FURTHER HEREBY ORDERED that the Administration may take those steps necessary to comply with the U.S. Department of Labor's requirements noted in the Back Wage and Pay Evidence Disbursement document.

(Lumumba, Blaine, Horton)

Item #23
Date: 7-9-19

Office of the City Attorney

455 East Capitol Street
P.O. Box 2279
Jackson, MS 39207-1799
Tele: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

THIS ORDER AUTHORIZING THE MAYOR'S EXECUTION OF THE UNITED STATES DEPARTMENT OF LABOR FORM WH-56 AND BACK WAGE AND PAY EVIDENCE DISBURSEMENT DOCUMENTS is legally sufficient for placement in NOVUS Agenda.

/s/ Timothy Craig Howard

June 28, 2019

Timothy Howard, City Attorney

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEAD FOR AMERICA (“LFA”) TO ACCEPT PLACEMENT OF FOUR RECENT COLLEGE GRADUATES (FELLOWS) TO PROVIDE THEM AN IMMERSIVE LOCAL GOVERNMENT LEARNING EXPERIENCE.

WHEREAS, LFA is a nonprofit organization that connects recent graduates and local governments to improve capacity building and leadership development; and

WHEREAS, LFA recruits, trains, and places recent college graduates (“Fellows”) into two-year volunteer fellowships in local governments; and

WHEREAS, LFA has developed a fellowship program to introduce recent college graduates to the work of local government, provide them with comprehensive public service leadership and skills training, and connect Fellows to a national network of locally-rooted, systems-oriented young leaders committed to serving their communities; and

WHEREAS, the City of Jackson (the “Host”) is willing and able to accept for placement four recent college graduates and assign each of them to assist an upper-level manager, i.e., Director, with projects; and

WHEREAS, the TERM of the placement for the four Fellows is for twenty-four months, from August 1, 2019 to July 31, 2021; and

WHEREAS, the Host will provide training, guidance and resources necessary for each Fellow to successfully complete assigned projects designed to promote a possible career in municipal government; and LFA agrees to provide ongoing support, mentorship, and training to the Fellows, consistent with LFA’s Hometown Fellowship Agreement; and

WHEREAS, the Host will pay \$240,000 over two years to LFA in support of the Fellowship program. To support the cost of summer training and the first month of fellowship service, \$75,000 of such amount shall be paid by September 1, 2019. To support the next ten months of fellowship service, \$45,000 of such amount shall be paid by July 1, 2020. To support the next six months of fellowship service, \$60,000 of such amount shall be paid by January 1, 2021. To support the final seven months of fellowship service, the remaining \$60,000 shall be paid by August 1, 2021. The Host shall not be responsible for any other costs or expenses incurred by LFA.

IT IS THEREFORE ORDERED, that the Mayor shall be authorized to execute an agreement with Lead for America to host four Fellows enrolled in LFA’s Hometown Fellowship Program from August 1, 2019 to July 31, 2021.

Item #24
Date: 7-9-19
By: Blaine, Lumumba

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 THIS ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEAD FOR AMERICA ("LFA") TO ACCEPT PLACEMENT OF FOUR RECENT COLLEGE GRADUATES (FELLOWS) TO PROVIDE THEM AN IMMERSIVE LOCAL GOVERNMENT LEARNING EXPERIENCE is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Date 7/2/19

AGREEMENT FOR LEAD FOR AMERICA FELLOWSHIP SERVICES

This Agreement is made and entered into this ___ day of June, 2019, by and between the City of Jackson, hereinafter referred to as "Host", and National Lead for America, Inc., hereinafter referred to as "LFA."

RECITAL

WHEREAS, LFA is a nonprofit organization that connects recent graduates and local governments to improve capacity building and leadership development.

WHEREAS, LFA recruits, trains, and places recent college graduates into two-year volunteer fellowships in local governments.

WHEREAS, LFA has developed a fellowship program to introduce recent college graduates to the work of local government, provide them with comprehensive public service leadership and skills training, and connect Fellows to a national network of locally-rooted, systems-oriented young leaders committed to serving their communities; and

WHEREAS, Host is a municipality willing and able to participate in the fellowship program by accepting for placement a recent college graduate interested in an immersive local government learning experience.

NOW THEREFORE, the parties agree as follows:

1. TERM

LFA will place four individuals (the "Fellows") enrolled in the Lead for America Fellowship program (the "Program"), with the Host for twenty four months, from August 1, 2019 to July 31, 2021 (the "Term").

2. HOST RESPONSIBILITIES

During the Term, the Host shall provide the Fellows with an immersive developmental experience designed to promote a possible career in local government. The Fellows will be assigned to assist upper level managers and/or elected officials with projects, as well as training, guidance and resources necessary to successfully complete the project.

3. LFA'S RESPONSIBILITIES

LFA agrees to place four Fellows (Jessica Nelson, John Cooper, Nafeesa Edges, and Mya Lee) with the Host and to provide ongoing support, mentorship, and training to the Fellows, consistent with LFA's Hometown Fellowship Agreement.

4. FEES AND COSTS

A. To partially offset Program costs and placement of the Fellows as outlined in Attachment B, the Host will pay \$240,000 to LFA in support of the Fellowship program. To support the cost of summer training and the first month of fellowship service, \$75,000 of such amount shall be paid by September 1, 2019. To support the next ten months of fellowship service, \$45,000 of such amount shall be paid by July 1, 2020. To support the next six months of fellowship service, \$60,000 of such amount shall be paid by January 1, 2021. To support the final seven months of fellowship service, the remaining \$60,000 shall be paid by August 1, 2021. The Host shall not be responsible for any other costs or expenses incurred by LFA.

B. During the Term, LFA shall provide a monthly stipend to the Fellows in order to assist in covering the living expenses of such Fellows. The Fellows shall not receive any additional funding or compensation in connection with this fellowship.

5. ASSUMPTION

Assumption or takeover of any of LFA's duties, responsibilities, or obligations, or performance of same by any entity other than LFA, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Host's express prior written approval.

6. REPLACEMENT OF FELLOW

If a Fellow is unable to begin his or her Term at the Host, LFA shall promptly refund the Host all amounts paid under Section 4.A. If the Fellow begins but is unable to complete the Term with the Host, on request of the Host, LFA will use commercially reasonable efforts to provide the Host with a replacement Fellow to complete the Term. Otherwise, the Host may terminate this Agreement and receive reimbursement of the fixed fee payment made pursuant to Section 4.A. of this Agreement, prorated by the number of months already completed.

7. NO EMPLOYMENT RELATIONSHIP

At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party) shall be deemed an employee, joint venturer, or partner of the other. Neither party has the authority to bind the other, and no employee, agent, sponsor, or other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, LFA and the Host mutually agree as to the objectives and the scope of the fellowship placement, as set forth in this Agreement. LFA and the Fellows shall not be entitled to, and shall not seek any benefits made available to the Host's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements

from time to time), disability insurance, group term life insurance, workers' compensation, or participation in any retirement plan for the Host's employees. In the event the Fellows are reclassified by any state or federal agency or court as an employee of LFA and/or the Host, LFA shall be responsible for all associated wages, taxes, workers' compensation coverage, and penalties. This provision shall survive the expiration or other termination of this Agreement.

8. TERMINATION

This Agreement may be terminated by either party with 30 days' written notice. If LFA or the Host terminates the Agreement, then LFA shall reimburse the Host its fixed fee payment on a pro rata basis, based on the number of months already completed.

9. INDEMNIFICATION

LFA shall indemnify, defend, and hold harmless the Host and its officials, officers, employees, and agents (hereinafter collectively "Public Entities") from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorneys' fees, expert witness fees, and legal costs) including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "liabilities") arising from or connected with LFA's acts, errors, and/or omissions under this Agreement, to include the acts, errors, and/or omissions of the Fellows. LFA shall not be required to indemnify, defend, and hold harmless the Public Entities from any liabilities that are caused by the sole negligence or willful misconduct of the Host or its officials, officers, employees, or agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Lead for America

HOST

By: _____

By: _____

Name: Reed Shafer-Ray

Name:

Title: Chief Operations Officer

Title:

Date:

Date:

**ATTACHMENT A
FELLOWSHIP SCOPE**

Hosts are invited to use the following Fellowship Scope template. While the "Fellowship Description" section can be fully customized based on host preference, we ask that no language from the "Fellow Support" section is deleted (although more can be added) and no language is removed or added to the "Financial Considerations" section, with the exception of a substitution of proper nouns where text is in all caps. Because the Fellow is not classified as an employee, please refrain from using the words "employee," "work," or "supervisor" in the Fellowship Scope.

Fellowship #1

Fellowship: OFFICE NAME
Fellow Reports To: HOST, TITLE
Location of Fellowship: CITY OR COUNTY, STATE
Fellowship time base: Full-Time

Fellowship Description (SAMPLE):

Fellow's Role. OFFICE NAME needs innovative and sustainable solutions to help create a better environment for residents and visitors to live, work and play. Litter and illegal dumping of trash is Ubiquitous and pervasive problem. Using a universal concern about trash as a lever to engage CITY'S residents, the Fellow will spearhead the design and implementation of a city-wide public engagement initiative to promote keeping CITY communities clean. The Fellow will build a national model for cutting down on illegal waste.

Creative and innovative solutions will be required engage millions of people in taking better care Of CITY. This is not about designing a 30 second TV advertisement - it is about connecting people to a problem and working together toward a solution. It's about using technology to generate ideas, communicate solutions and support communities to carry the work forward. It's about finding innovative ways to change a culture in a City and establishing synergies between business, government, residents and visitors.

Building consensus around a plan will require engaging stakeholders at all stages of the process from concept, through design and during implementation. The Fellow will be expected to utilize new and traditional community engagement tools to involve stakeholders in this process. Success will depend on forming a community of donors, community based organizations, business owners, city workers and residents who are all excited about implementing the final game plan.

Designing a successful public engagement initiative in a City as large and diverse as CITY is an extraordinary challenge. The Fellow will be a key catalyst in finding a way to leverage trash to inspire millions to build a better CITY.

Fellow Support:

The HOST and their staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate. The HOST will provide basic office infrastructure (workspace, email, phone etc). The Fellow will meet regularly with the HOST. The HOST will provide the Fellow office space and a desk, computer, telephone, voicemail, and email.

Financial Considerations:

The Fellow is not an employee of either the OFFICE or Lead for America, and is subject to the terms and conditions specified in this contract. The OFFICE will provide no stipend to the Fellow in addition to that provided by Lead for America. The Fellow will be entitled to vacation, sick leave, and holidays consistent with the policies of the OFFICE, but the OFFICE will not be responsible for compensating the Fellow for any time off. The OFFICE will give the Fellow no more than one day off for Lead for America trainings in the fall, spring, and winter quarters, and no more than three days off for Lead for America summer training. The OFFICE will reimburse the Fellow for expenses the Fellow incurs to execute duties required by the OFFICE, such as travel expenses, consistent with the policies of the OFFICE. The OFFICE will have no financial obligation for expenses related to duties required by Lead for America, such as travel by the Fellow to Lead for America trainings or events.

Fellowship #2

Fellowship:	OFFICE NAME
Fellow Reports To:	HOST, TITLE

Location of Fellowship: CITY OR COUNTY, STATE
Fellowship time base: Full-Time

Fellowship Description (SAMPLE):

Fellow's Role. OFFICE NAME needs innovative and sustainable solutions to help create a better environment for residents and visitors to live, work and play. Litter and illegal dumping of trash is Ubiquitous and pervasive problem. Using a universal concern about trash as a lever to engage CITY'S residents, the Fellow will spearhead the design and implementation of a city-wide public engagement initiative to promote keeping CITY communities clean. The Fellow will build a national model for cutting down on illegal waste.

Creative and innovative solutions will be required engage millions of people in taking better care Of CITY. This is not about designing a 30 second TV advertisement - it is about connecting people to a problem and working together toward a solution. It's about using technology to generate ideas, communicate solutions and support communities to carry the work forward. It's about finding innovative ways to change a culture in a City and establishing synergies between business, government, residents and visitors.

Building consensus around a plan will require engaging stakeholders at all stages of the process from concept, through design and during implementation. The Fellow will be expected to utilize new and traditional community engagement tools to involve stakeholders in this process. Success will depend on forming a community of donors, community based organizations, business owners, city workers and residents who are all excited about implementing the final game plan.

Designing a successful public engagement initiative in a City as large and diverse as CITY is an extraordinary challenge. The Fellow will be a key catalyst in finding a way to leverage trash to inspire millions to build a better CITY.

Fellow Support:

The HOST and their staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate. The HOST will provide basic office infrastructure (workspace, email, phone etc). The Fellow will meet regularly with the HOST. The HOST will provide the Fellow office space and a desk, computer, telephone, voicemail, and email.

Financial Considerations:

The Fellow is not an employee of either the OFFICE or Lead for America, and is subject to the terms and conditions specified in this contract. The OFFICE will provide no stipend to the Fellow in addition to that provided by Lead for America. The Fellow will be entitled to vacation, sick leave, and holidays consistent with the policies of the OFFICE, but the OFFICE will not be responsible for compensating the Fellow for any time off. The OFFICE will give the Fellow no

more than one day off for Lead for America trainings in the fall, spring, and winter quarters, and no more than three days off for Lead for America summer training. The OFFICE will reimburse the Fellow for expenses the Fellow incurs to execute duties required by the OFFICE, such as travel expenses, consistent with the policies of the OFFICE. The OFFICE will have no financial obligation for expenses related to duties required by Lead for America, such as travel by the Fellow to Lead for America trainings or events.

Fellowship #3

Fellowship:	OFFICE NAME
Fellow Reports To:	HOST, TITLE
Location of Fellowship:	CITY OR COUNTY, STATE
Fellowship time base:	Full-Time

Fellowship Description (SAMPLE):

Fellow's Role. OFFICE NAME needs innovative and sustainable solutions to help create a better environment for residents and visitors to live, work and play. Litter and illegal dumping of trash is Ubiquitous and pervasive problem. Using a universal concern about trash as a lever to engage CITY'S residents, the Fellow will spearhead the design and implementation of a city-wide public engagement initiative to promote keeping CITY communities clean. The Fellow will build a national model for cutting down on illegal waste.

Creative and innovative solutions will be required engage millions of people in taking better care Of CITY. This is not about designing a 30 second TV advertisement - it is about connecting people to a problem and working together toward a solution. It's about using technology to generate ideas, communicate solutions and support communities to carry the work forward. It's about finding innovative ways to change a culture in a City and establishing synergies between business, government, residents and visitors.

Building consensus around a plan will require engaging stakeholders at all stages of the process from concept, through design and during implementation. The Fellow will be expected to utilize new and traditional community engagement tools to involve stakeholders in this process. Success will depend on forming a community of donors, community based organizations, business owners, city workers and residents who are all excited about implementing the final game plan.

Designing a successful public engagement initiative in a City as large and diverse as CITY is an extraordinary challenge. The Fellow will be a key catalyst in finding a way to leverage trash to inspire millions to build a better CITY.

Fellow Support:

The HOST and their staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate. The HOST will provide basic office infrastructure (workspace, email, phone etc). The Fellow will meet regularly with the HOST. The HOST will provide the Fellow office space and a desk, computer, telephone, voicemail, and email.

Financial Considerations:

The Fellow is not an employee of either the OFFICE or Lead for America, and is subject to the terms and conditions specified in this contract. The OFFICE will provide no stipend to the Fellow in addition to that provided by Lead for America. The Fellow will be entitled to vacation, sick leave, and holidays consistent with the policies of the OFFICE, but the OFFICE will not be responsible for compensating the Fellow for any time off. The OFFICE will give the Fellow no more than one day off for Lead for America trainings in the fall, spring, and winter quarters, and no more than three days off for Lead for America summer training. The OFFICE will reimburse

the Fellow for expenses the Fellow incurs to execute duties required by the OFFICE, such as travel expenses, consistent with the policies of the OFFICE. The OFFICE will have no financial obligation for expenses related to duties required by Lead for America, such as travel by the Fellow to Lead for America trainings or events.

Fellowship #4

Fellowship:	OFFICE NAME
Fellow Reports To:	HOST, TITLE
Location of Fellowship:	CITY OR COUNTY, STATE
Fellowship time base:	Full-Time

Fellowship Description (SAMPLE):

Fellow's Role. OFFICE NAME needs innovative and sustainable solutions to help create a better environment for residents and visitors to live, work and play. Litter and illegal dumping of trash is Ubiquitous and pervasive problem. Using a universal concern about trash as a lever to engage CITY'S residents, the Fellow will spearhead the design and implementation of a city-wide public engagement initiative to promote keeping CITY communities clean. The Fellow will build a national model for cutting down on illegal waste.

Creative and innovative solutions will be required engage millions of people in taking better care Of CITY. This is not about designing a 30 second TV advertisement - it is about connecting people to a problem and working together toward a solution. It's about using technology to generate ideas, communicate solutions and support communities to carry the work forward. It's about finding innovative ways to change a culture in a City and establishing synergies between business, government, residents and visitors.

Building consensus around a plan will require engaging stakeholders at all stages of the process from concept, through design and during implementation. The Fellow will be expected to utilize new and traditional community engagement tools to involve stakeholders in this process. Success will depend on forming a community of donors, community based organizations, business owners, city workers and residents who are all excited about implementing the final game plan.

Designing a successful public engagement initiative in a City as large and diverse as CITY is an extraordinary challenge. The Fellow will be a key catalyst in finding a way to leverage trash to inspire millions to build a better CITY.

Fellow Support:

The HOST and their staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate. The HOST will provide basic office infrastructure (workspace, email, phone etc). The Fellow will meet regularly with the HOST. The HOST will provide the Fellow office space and a desk, computer, telephone, voicemail, and email.

Financial Considerations:

The Fellow is not an employee of either the OFFICE or Lead for America, and is subject to the terms and conditions specified in this contract. The OFFICE will provide no stipend to the Fellow in addition to that provided by Lead for America. The Fellow will be entitled to vacation, sick leave, and holidays consistent with the policies of the OFFICE, but the OFFICE will not be responsible for compensating the Fellow for any time off. The OFFICE will give the Fellow no more than one day off for Lead for America trainings in the fall, spring, and winter quarters, and no more than three days off for Lead for America summer training. The OFFICE will reimburse the Fellow for expenses the Fellow incurs to execute duties required by the OFFICE, such as travel expenses, consistent with the policies of the OFFICE. The OFFICE will have no financial

obligation for expenses related to duties required by Lead for America, such as travel by the Fellow to Lead for America trainings or events.

**ATTACHMENT B
FEE SCHEDULE**

Item	Cost
-------------	-------------

LFA Direct Training, Education, and Program Support

This contribution will directly support the professional and leadership development of four Fellows to equip them with skills in public administration to make an immediate impact in their role. Includes graduate-level MPA/MPP training, leadership and equity training, and local government certificate programs through partners like ICMA, full-time staff member dedicated to supporting the Fellows, three retreats for all Fellows during the course of two years, recruitment & selection subsidy, general operations contribution, online community expenses, graduate scholarship opportunities for Fellows, and more.

\$120,000.00

Total Cost Year 1	\$120,000.00
Total Cost Year 2	\$120,000.00
Net Total	\$240,000.00

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2019 BACK TO SCHOOL CELEBRATION.

WHEREAS, the City of Jackson, Mississippi's ("City"), Department of Constituent Services will hold the 2019 Back to School Celebration on Saturday, July 27, 2019; and

WHEREAS, the Jackson Convention Complex will allow the City to use its facilities for ONE THOUSAND ONE-HUNDRED DOLLARS AND NO CENTS (\$1,100.00) which will be paid for with external funding.

WHEREAS, this event will benefit families in the city of Jackson.

IT IS, THEREFORE, ORDERD, that the Mayor be authorized to execute a license agreement with the Jackson Convention Complex for the 2019 Back to School Event.

Item #25
Date: 7-9-19
By: Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/1/2019

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Back-to-School Event 2019
2.	Public Policy Initiative <ol style="list-style-type: none"> 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.	Who will be affected	City of Jackson generally
4.	Benefits	N/A
5.	Schedule (beginning date)	Upon council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide
<input type="checkbox"/>	Action implemented by: § City Department § Consultant	Mayor Constituent Services
7.		
8.	COST	\$ 1100.00
9.	Source of Funding § General Fund § Grant § Bond § Other	External Funding
10.	EBO participation	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>

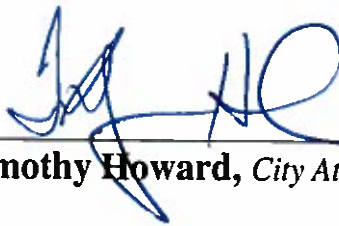
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2019 BACK TO SCHOOL CELEBRATION is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Date

7/1/19

**JACKSON CONVENTION COMPLEX
CITY OF JACKSON LICENSE AGREEMENT #5363MA**

This agreement is made and entered into on May 20, 2019 between the Jackson Convention Complex-SMG ("Licensor") and City of Jackson ("Licensee") having an address at P. O. Box 17, Jackson, MS 39215 for Licensee's use of the Jackson Convention Complex located at 105 E. Pascagoula St. Jackson, MS 39201 ("Center").

WHEREAS, Licensor has entered into an agreement ("Management Agreement") with the Capital City Convention Center Commission ("Commission") to manage and operate the Center, including the authority to book events;

WHEREAS, Licensor acknowledges that Licensee is a political subdivision of the State of Mississippi and has only that authority and power granted to it by the general laws of the State of Mississippi.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, to the extent that such authority is granted to Licensee by the State of Mississippi, intending to be legally bound, hereby agree as follows:

1. **Purpose:** Licensor, subject to the terms and conditions contained herein and on the reverse hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center ("Premises"), for the Dates set forth solely for the purpose of City of Jackson's 2019 Back to School
2. **Premises:** It is expressly understood that the Licensee shall have the right of ingress and egress through the halls and corridors of the Center as provided herein, but acquires hereby no other right in any other part of the Center than the part specified in the Fee Schedule in Paragraph 4.
3. **Licensed Term:** The term of this License Agreement shall be from July 27, 2019 ("Licensed Term") which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
4. **Licensed Fee:** In exchange for use of the Premises, Licensee agrees to pay Licensor a License Fee of \$1,100.00, based on the following Fee Schedule:

Fee Schedule

Function	Space/Room	Estimated Attendance	Time Reserved	Date(s)	Rental Rate	Estimated Security
Set-up to include complimentary 12x24' stage, 50 skirted tables + theatre seating for 500	Exhibit Halls A-B	Flow	8am-1pm	Saturday, July 27, 2019	\$0.00	
Program w/Cash Food Concessions	Exhibit Halls A-B	1,000	2pm-5pm	Saturday, July 27, 2019	\$8,000.00	
Move Out	Exhibit Halls A-B	Flow	6pm-8pm	Saturday, July 27, 2019	\$0.00	
<i>Rental Discount: City of Jackson usage</i>					<i>(\$8,000.00)</i>	<i>\$1,100.00</i>
Total Rental and F&B Minimum:					\$0.00	\$1,100.00
License Fee:					\$1,100.00	

The License Fee of \$1,100.00 is based on a total Rental amount of \$0.00, estimated ancillary (security) costs of \$1,100.00 and a total food and beverage purchase of no less than \$0.00, excluding administrative fees and taxes ("F&B Minimum"). Should Licensee not meet the F&B Minimum, the balance shall be assessed as additional Rental.

- A. The License Fee shall be payable as follows:
 - i. \$1,100.00 non-refundable payment due upon execution of the License Agreement, by no later than June 5, 2019.
5. **Additional Services and Fees:** In addition to the License Fee, Licensee agrees to pay Licensor for goods and services (collectively, "Services") provided to Licensee for the Event including, but not limited to food and beverage services in excess of the F&B Minimum, security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by Licensor. Licensor shall determine the level of staffing and Services for each Event. Licensee acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change. Payment for Services shall be payable as follows.
 - A. A 100% deposit of estimated food and beverage charges in excess of the F&B Minimum is due no later than five (5) business days prior to the Licensed Term.
 - B. A 100% deposit of estimated ancillary charges (i.e. security, audio-visual services, electrical, equipment rental, labor, etc...) is due no later than five (5) business days prior to the License Term.
 - C. Final payment for all food and beverage and all other ancillary goods and services remaining due to Licensor upon conclusion of Event is due within thirty (30) days of invoicing.
 - D. All payments shall be made payable to the "Jackson Convention Complex - SMG" in the form of a company check, cashier's check, American Express, Visa, MasterCard or cash.
6. **Additional Terms and Conditions:** The attached pages contain Additional Terms and Conditions, which are a part of this license agreement. By signing this license agreement, Licensee agrees to the Additional Terms and Conditions and attachments set for herein.
7. **Authorized Representative(s):** Licensee certifies that Keshla Sanders is, and shall be, for the purposes specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.

Additional Terms and Conditions – License Agreement #5363MA

8. **Insurance:** Licensee, at its sole expense, shall provide to Licensor proof of coverage in the amounts of One Million Dollars (\$1,000,000) of Commercial General Liability coverage to include: Broad Form Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operations, at least thirty (30) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. Such insurance shall specifically include the Licensor, Commission, their directors, officers and employees, as additional insured. It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Center because of Licensee's activities therein. Said policy shall also contain the specific provision that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor. It is agreed and understood that ultimate responsibility for obtaining insurance is Licensee's and in the event that Licensee fails to deliver Certificate of Insurance as required herein, the Licensee will be deemed in Breach of agreement, the event will be cancelled at Licensor's sole discretion and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting there from.

City of Jackson events are self-insured.

9. **Indemnification:** Intentionally omitted.
10. **Event Planning Guide:** The Center's Event Planning Guide is hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with all policies, rules and regulations contained therein. Licensor reserves the right to modify the Center's Event Planning Guide, in writing from time to time. Licensor retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.
- A. **Exclusive Services:** Licensor, directly or through its agents, is the exclusive provider of specific services at the Center to include food and beverage, event staffing, security, utilities, telecommunications, internet, and rigging. No other entities shall be permitted to provide these services without the prior expressed written consent of the Center's general manager.
11. **Food and Beverage Services:** Licensor provides exclusive catering and other food and beverage services on behalf of the Center, as principal. Licensor reserves for itself or its agents, contractors or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products. Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. The Center's Food and Beverage Guidelines are hereby incorporated into this Agreement. Licensor reserves the right to change such Food and Beverage guidelines, in writing from time to time.
12. **Exhibition Floor Plan & Set-Up Information:** Licensee shall provide Licensor with a floor plan no later than one hundred twenty (120) days before the event and at least thirty (30) days before the Licensee publishes or distributes any material containing such information for and tradeshow exhibitions. Such floor plans shall indicate all spaces to be used for exhibits and are subject to prior approval by Licensor and the Fire Marshal. The floor plan shall set forth all information pertinent to safe operation of the exhibition. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and operation policies described therein as the Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Center.

At least thirty (30) days prior to the Event (or such shorter period agreed to by Licensor), Licensee shall give Licensor written notice of all other room or hall set-up(s), staging, and Event personnel requirements.

13. **Television and Broadcasting Rights:** Licensor reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without prior written approval of the Licensor.
14. **Utilities:**
- A. **Show Level HVAC & Lighting:** Licensor will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Licensee's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first hour) \$75.00; non-show Hours (each additional hour) \$50.00.
- B. **Specialty & Exhibitor Utilities:** Licensor will provide customary lighting, HVAC, electricity, and water at no additional costs to Licensee. The Licensee or its exhibitors, sub-contractors or performers shall pay the additional cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits, equipment or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of this License Agreement.
15. **Defacement of Property:** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor.
16. **Default by Licensee:** Licensee shall be in default of this License Agreement: (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any rules and regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. All sums due and owing to the Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.

Additional Terms and Conditions – License Agreement #5363MA

17. **Cancellation by Licensee:** Cancellation of this License Agreement by Licensee must be made in writing to Licensor. Should Licensee notify Licensor of cancellation of this License Agreement one calendar year or further in advance of the License Term, the parties agree that any License Fee deposits paid or due, as set forth in Paragraph 4, as of the date of notification shall be retained by the Licensor, but no further fees shall be due to Licensor by Licensee.

However, should Licensee notify Licensor of cancellation of this License Agreement within one calendar year prior to the License Term, the parties agree that damages to Licensor would be difficult to ascertain and that amounts payable for the License Fee set forth in the Fee Schedule in Paragraph 4 is a reasonable measure of such damages. Therefore, at the time of notification of cancellation, any portions of the License Fee that have not previously been paid must be paid by Licensee.

Should Licensee notify Licensor of cancellation of this License Agreement within 7 calendar days of the Licensed Term, Licensee shall pay to Licensor any additional estimated charges outlined in Paragraph 5, in addition to the License Fee set forth in the Fee Schedule in Paragraph 4.

In the event Licensee holds over beyond the end of the Licensed Term, the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the Total Rental.

18. **Vacation of Premises:** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in paragraph 17, "Cancellation by Licensee".
19. **Force Majeure:** If the Premises or any part of the Center is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Center unsafe or impracticable to use, the this License Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.
20. **Limitation on Licensor and Licensee Obligations:** Because the Center is publicly owned, the Commission retains the right, under the laws of the City of Jackson to decline to provide funding for the operation of the Center in the sole discretion of the Commission. If such non-funding renders performance of this License Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this License Agreement and Licensor and Commission will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this License Agreement.
21. **Guarantee of Space:** Licensor reserves the right, but shall not be obligated to relocate Licensee's Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. Licensor shall notify Licensee in advance in such cases.
22. **Laws and Regulations:** Licensee will comply with all laws of the United States and the State of Mississippi, all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.
23. **Non-Exclusive Right:** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.
24. **Nondiscrimination:** With respect to its activities conducted in the Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained by guide dog by a blind, deaf or physically disabled person.
25. **Ticketed Events:** Licensor shall have complete and sole authority and supervision over the sale of all Event tickets and collection of all ticket sale proceeds at such places and locations as Licensor in its sole discretion designates, unless otherwise agreed to by Licensor in writing.
- Ticketmaster** is Licensor's approved computerized ticketing vendor. N/A
- In the event provision is made for sale of any event tickets by Licensee, the allocation of such tickets shall be made by Licensor, and the proceeds from the sale of such tickets shall be delivered to Licensor together with an accurate statement of account of the ticket sales and sales proceeds.
- Licensor shall have complete custody and control of all proceeds from the sale of tickets, wherever sold, and admission fees wherever received. All such funds shall be the rightful property of Licensor for the purpose of applying the same in accordance with the terms and conditions of the License Agreement toward payment of any balances due to Licensor for rent, fees, or any other charges whatsoever, the deduction of the commissions owed to Licensor and the payment of the remainder to the Licensee.
- The Licensee shall arrange for and pay for the printing of all tickets used in connection with the Event. The form and contents of such tickets shall be subject to written approval by Licensor. All tickets shall be numbered consecutively
- Licensor shall receive complimentary tickets as follows: N/A
- No tickets may be ordered for any event until after the execution of this License Agreement and the payment of any required deposits to Licensor.
- No proceeds received by Licensor for the sale of tickets will be released to the Licensee until after the conclusion of the event and the payment of all fees and charges due to Licensor. By law, an Admissions Tax of 3% will be deducted from gross ticket sales proceeds. All unsold tickets remain in the custody of Licensor.
- The Licensee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Premises, nor admit a larger number of persons than can safely or freely move about therein.

Additional Terms and Conditions – License Agreement #5363MA

26. **Advertising:** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact co-sponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. For ticketed or public events, Licensee shall not advertise nor cause to be advertised, the Event until the License Agreement has been fully executed by Licensor and Licensee.
27. **Tax Information:** For information about the tax requirements in the State of Mississippi, please contact The Mississippi Department of Revenue at 601-923-7800. Exhibitors who sell merchandise from the show floor must have the appropriate seller's permit and licenses. While it is the individual exhibitor's responsibility to obtain the permit, it is Licensee's responsibility to notify exhibitors of this requirement and to identify those exhibitors to whom the permit and license requirement applies. Some merchandise offered for sale by exhibitors may be subject to Mississippi sales and general excise tax. Exhibitors may apply for a General Excise Tax License at the Department of Taxation by contacting the number above.
28. **Interruption or Termination of the Event:** Licensor retains the right to cause the interruption of the Event in the interests of public order or safety, and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this Licensee Agreement be so terminated.
29. **Assignment or Transfer:** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than Licensee's officers, employees, and invitees, without the express written permission of Licensor.
30. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith. It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in Hinds County, Mississippi, and that the laws of the State of Mississippi shall govern the rights and obligations of the parties under this License Agreement.
31. **Notice:** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on the signature page.
32. **Entire License Agreement:** This License Agreement contains and embodies the entire agreement of the parties hereto. Representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
33. **Severability:** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.
34. **Patent:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.

Additional Terms and Conditions – License Agreement #5363MA

IN WITNESS WHEREOF, we the parties hereto have executed this License Agreement the day and year written below.

City of Jackson P. O. Box 17, Jackson, MS 39215 601.960.0413 / ksanders@city.jackson.ms.us	JACKSON CONVENTION COMPLEX – SMG 105 E. Pascagoula St., Jackson, MS 39201 (601) 960-2321
Authorized Signature	Authorized Signature:
BY:	BY: Al Rojas
TITLE:	TITLE: General Manager
DATE:	DATE:

Additional Terms and Conditions – License Agreement #5363MA

If payment is to be made by credit card, please fill out the following information:

- Master Card
- Visa
- AmEx
- Discover

Account # _____

Exp. Date _____

Name _____
As it appears on card (Please Print)

Signature _____

For Accounting Use Only:	
Authorization #	_____
Authorized \$	_____ Amount: _____
Date Authorized::	_____

OFFICE OF THE CITY ATTORNEY
C.A. 6/17/19
6/17/2019

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING 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 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 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, Fahrenheit Creative Group, 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 Fahrenheit Creative Group, LLC in an amount not to exceed Ninety-Thousand Dollars (\$90,000) 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.

Item No. #26
Agenda Date 7-9-19

By: Kidd

ITEM 10 POINT DATA SHEET

DATE: 6/13/19

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order authorizes an agreement with Fahrenheit Creative Group, LLC to provide Social Marketing Services to the City of Jackson.					
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	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)	June 13, 2019					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services					
8.	COST	\$90,000.00					
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	Kellogg Grant					
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

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: Dr. Adriane Dorsey Kidd, Director 
Department of Human and Cultural Services

DATE: June 13, 2019

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO
PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON.**

This agenda item authorizes the execution of a contractual agreement with Fahrenheit Creative Group, 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.

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

6/17/19
OFFICE OF THE CITY ATTORNEY
-37022

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAHRENHEIT CREATIVE GROUP, LLC TO PROVIDE SOCIAL MARKETING SERVICES TO THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Monica D. Allen, *Special Assistant* 

6/17/19

Date

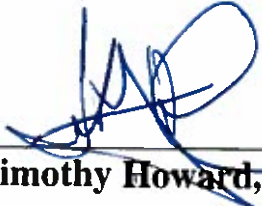
Office of the City Attorney

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
7/1/19

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON. (WARD 7) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Monica D. Allen, *Special Assistant* 

7/1/19

Date

OFFICE OF THE CITY ATTORNEY
- Mark -
7/11/19

ORDER AMENDING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON. (WARD 7) (HARRIS, LUMUMBA)

WHEREAS, on April 30, 2019, the governing authorities for the City of Jackson approved an Order, which authorized the Mayor to execute a professional services contract with By God's Grace, LLC and the City of Jackson to assist with and be responsible for handling the marketing and promotions in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from April 26 through October 31, 2019;

WHEREAS, the order approved by the Jackson City Council on April 30, 2019 inadvertently failed to include travel and transportation costs for Regina Belle, performing at the Summer Jam R&B Fest on July 20, 2019, at Thalia Mara Hall; and

WHEREAS, in furtherance to the event, the Department of Parks and Recreation will need to enter into an amended agreement with By God's Grace, LLC management company to increase the agreement by Seven Thousand Dollars (\$7,000.00); and

WHEREAS, By God's Grace, LLC will continue to assist the City of Jackson, Department of Parks and Recreation with coordination of talent buying, site production requirements and travel arrangements, through October 31, 2019; and

WHEREAS, additional transportation expenses will not exceed Seven Thousand Dollars (\$7,000.00), for a total amended amount of Forty-Two Thousand Dollars (\$42,000.00); and

WHEREAS, the Department believes executing this agreement is in the best interest of the City of Jackson.

IT IS FINALLY ORDERED that the Mayor be authorized to execute an amended agreement, to provide for travel arrangements for Regina Belle, and all other necessary documents, for a contract with By God's Grace, LLC , in addition to booking, marketing, promotions and production through October 31, 2019.

ITEM #:	#27
DATE:	7-9-19



Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City. One Aim. One Destiny."

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: June 26, 2019
Re: 2019 Jackson Soulful Concert Series – By God’s Grace, LLC (Amendment)

The attached amended agenda item is a Professional Services Contract between the City and God’s Grace, LLC. The agreement defines the respective responsibilities of both the City and By God’s Grace, LLC, to assist with coordination of talent buying and site production requirements, through the year 2019.

The Department of Parks and Recreation will need to enter into an amended agreement with By God’s Grace, LLC management company to increase the agreement by Seven Thousand Dollars (\$7,000.00), to include the cost of the travel expenses for Regina Belle’s performance at the Summer Jam R&B Fest on July 20, 2019, at Thalia Mara Hall.

Additional transportation expenses will not exceed Seven Thousand Dollars (\$7,000.00), for a total amended amount of Forty-Two Thousand Dollars (\$42,000.00)

The Department believes executing this agreement is in the best interest of Jackson, and recommends this Order is approved.

IBHjr/pb

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

06-26-19
DATE

POINTS		COMMENTS																																																							
1.	Brief Description	This is an amended Personal Services Contract with By God's Grace, LLC, to assist with coordination of talent buying and site production requirements, increasing the agreement by \$7,000.00, not to exceed \$42,000.00.																																																							
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																							
3.	Who will be affected	Residents and guests attending the July 20, 2019 Summer R&B Fest at Thalia Mara Hall.																																																							
4.	Benefits	Provides positive and supportive community service.																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 7																																																							
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	COST	Forty-Two Thousand Dollars (\$42,000.00)																																																							
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Parks & Recreation – Account No. 005-501.10-6449																																																							
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td> <td>WAIVER</td><td>___</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>%</td> <td>WAIVER</td><td>___</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>%</td> <td>WAIVER</td><td>___</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>%</td> <td>WAIVER</td><td>___</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>%</td> <td>WAIVER</td><td>___</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	___																																															

OFFICE OF THE CITY ATTORNEY
JUL 9 10 20 19
KUM

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2019 ONE-YEAR ACTION PLAN OF THE 2015-2019 CONSOLIDATED PLAN IN THE AMOUNT OF \$4,416,217.00 (ALL WARDS)

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

WHEREAS, as a condition of receiving these funds, the City of Jackson receives input from City departments and citizens regarding needs in their neighborhoods and projects to include in the One-Year Action Plan; and

WHEREAS, input was received from City departments and public hearings were conducted at the Warren Hood Building, Andrew Jackson Conference Room and in neighborhoods on April 9 and April 24, May 7 and May 9, 2019. The Final Public Hearing was held on June 5, 2019, at the Warren Hood Building, Andrew Jackson Conference Room to present the DRAFT 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan and obtain citizens comments; and

WHEREAS, an Application /Proposal Workshop was conducted on May 10, 2019, to explain how non-profit organizations could apply for funds to benefit the homeless, provide public services, and increase homeownership through the provision of affordable housing; and

WHEREAS, the final 2019 One-Year Action Plan of projects has been prepared;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to submit to the U.S. Department of Housing and Urban Development the 2019 One-Year Action Plan of the 2015 - 2019 Consolidated Plan, which includes applications for \$1,898,486 of Community Development Block Grant (CDBG) funds; \$910,781 of HOME Investment Partnership (HOME) funds; \$160,054 of Emergency Solutions Grant (ESG) funds; and \$1,446,896 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,416,217; and to execute all required certifications, forms, and contractual documents related to this program year.

Item# #28
Agenda Date: 7-9-19
By: Lumumba, Kumar, Henderson


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 6/27/2019

	POINTS	COMMENTS
1.	Brief Description	Order authorizing the Mayor to submit the City's 2019 One Year Action Plan to the U.S. Department of Housing and Urban Department as application for its 2019 funding.
2.	Purpose	Neighborhood Development
3.	Who will be affected	Primarily low/moderate income persons and homeless persons All Wards – citizens of the City of Jackson
4.	Benefits	Quality of life including neighborhood, housing, and economic development
5.	Schedule(beginning date)	October 1, 2019
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning and Development Office of Housing and Community Development
8.	COST	\$4,416,217
9.	Source of Funding General fund _____ Grant X Bond _____ Other	Community Development Block Grant (CDBG) - \$1,898,486 HOME Investment Partnership Gant (HOME) - \$910,781 Emergency Solutions Grant (ESG) - \$160,054 Housing Opportunities for Persons with AIDS (HOWPA) \$1,446,896
10.	E. B.O. 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 _____

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Mukesh Kumar, Director 
Department of Planning and Development

DATE: June 27, 2019

RE: Agenda Item for July 9, 2019, City Council Meeting

The attached agenda item authorizes the Mayor to submit to the U.S. Department of Housing and Urban Development (HUD) the City of Jackson's 2019 One-Year Action Plan which includes applications for \$1,898,486 of Community Development Block Grant (CDBG) funds; \$910,781 of HOME Investment Partnership (HOME) funds; \$160,054 of Emergency Solutions Grant (ESG) funds; and \$1,446,896 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,416,217.

During the public participation process in the preparation of the Annual Action Plan, the City conducted Public Hearings and an Application/Proposal Workshop to gain citizen input and inform non-profit organizations how to apply for funds. These hearings and the Application Workshop were held as follows:

Tues. April 9, 2019 6:00 p.m.	Grove Park Community Center, 4126 Parkway Ave.
Wed. April 24, 2019 6:00 p.m.	City Hall Council Chambers, 219 S. President St.
Tues. May 7, 2019 6:00 p.m.	Bolden Moore Library/Westside, 1444 Wiggins Rd.
Thur. May 9, 2019 6:00 p.m.	Champion Gymnasium, 1355 Hattiesburg St.
Wed. June 5, 2019 6:00 p.m.	Andrew Jackson Conference Room, Warren Hood (Final Public Hearing)

A list of the proposed projects to be included in the 2019 One-Year Action Plan is attached.

cc: Vanessa Henderson, Deputy Director, OHCD
Linda Caldwell, Assistant Manager, Development Assistance Division

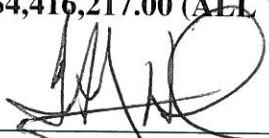
Office of the City Attorney


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
JUL 11 2019
12:00

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE CITY OF JACKSON'S 2019 ONE-YEAR ACTION PLAN OF THE 2015-2019 CONSOLIDATED PLAN IN THE AMOUNT OF \$4,416,217.00 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* 



DATE

OFFICE OF THE CITY ATTORNEY
July 1, 2019
MKW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES (WARD 3)

WHEREAS, on August 11, 2015, found at Minute Book 6-H Page 550, the Mayor was authorized to submit the City of Jackson's 2015 – 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, on November 27, 2018, HUD notified the City of its approval of the 2018 One Year Action Plan and issued Grant Agreements; and

WHEREAS, the Housing Rehabilitation component of the Consolidated Plan described projects the City of Jackson would undertake with 2018 Program Year funds; and

WHEREAS, on October 29-November 30, 2018, the Department of Planning and Development through the Office of Housing and Community Development advertised to accept Request for Qualifications (RFQs) for the Neighborhood Enhancement Division (NED) to invest Community Development Block Grant (CDBG) funds for the rehabilitation of owner-occupied homes; and

WHEREAS, on November 30, 2018, the Office of Housing and Community Development received seven (7) RFQ's; and

WHEREAS, six (6) contractors met all the qualification to be included in OHCD's list of approved contractors eligible to bid on rehabilitation contracts; and

WHEREAS, two (2) contractors were the best and most reasonable bidder for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities and will be required to enter into a HUD approved contract agreement with the City of Jackson to perform Limited Housing Rehabilitation activities for low to moderate income households; and

WHEREAS, the City wants to award a contract to Multi-Con, LLC and Wiggins Painting and Remodeling, LLC to perform limited housing repair activities subject to completion and acceptance of the appropriate environmental evaluations.

Item #29
Date: 7-9-19
By: Kumar, Lumumba

IT, IS THEREFORE, ORDERED that the Mayor is authorized to execute a contract and any and all documents necessary with Multi-Con, LLC and Wiggins Painting and Remodeling, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities. The contractor, bid amount, and unit address is as follows:

Multi-Con, LLC	3704 Hancock St	\$55,333.25
Wiggins Painting and Remodeling, LLC	1446 Sullen St.	\$38,000.00

IT, IS FURTHER, ORDERED that the Office of Housing and Community Development (OHCD) is authorized to review and approve change orders with Multi-Con, LLC and Wiggins Painting and Remodeling, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities for an amount not to exceed a total of \$7,000 with the proper supporting documentation evidencing need. Any amounts that would exceed this authorized total must receive Council approval.

Item Number _____
Date July 9, 2019
By: Kumar, Henderson, Lumumba

Council Vote:
Yes _____
No _____
Abstain _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 10/24/2017

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES (WARD 3)
2.	Purpose	Provide limited rehabilitation services low- and moderate-income families who own and reside in their properties. The majority of the applicants are elderly residents over the age of 62.
3.	Who will be affected	City of Jackson
4.	Benefits	This project helps residents make necessary repairs that improve the affordability, livability, health, and safety of their homes.
5.	Schedule (beginning date)	June 2018
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.
8.	COST	\$93,333.25 CDBG funds
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other <u> - </u>	085-845.10-6485
10.	E. B.O. 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 _____

**OFFICE OF HOUSING
AND COMMUNITY
DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Mukesh Kumar, Director, *mkc*
Department of Planning and Development

CC: *VH* Vanessa Henderson, Deputy Director
Office of Housing and Community Development

DATE: June 28, 2019

RE: Agenda Item for July 9, 2019 City Council Meeting

The Office of Housing and Community Development is preparing to begin rehabilitation activities on two (2) units enrolled in the CDBG funded Limited Repair Program. The six approved contractors were asked to complete a walk through with OHCD staff and provide cost estimates on two (2) units on the list of homes scheduled to receive limited housing repair activities.

Staff compiled cost estimates utilizing the HomeWyse website and actual cost data from local building supply providers to establish the standard for a reasonable "lowest and best" bid. If the bid is not 10% greater than or 10% lower than the amount established in the cost estimate, it is a reasonable cost.

Two items are attached for your review and approval: (1) the agenda item authorizing the Mayor to execute contracts for the use of 2018 Community Development Block Grant (CDBG) funds based upon the recommendations of OHCD staff; and (2) a summary of the bids provided by the approved contractors.

If you have questions or need additional information, please let me know.

For Office Use Only:

Manager Approval:

Valerie Tucker

Date:

6/28/19

Fiscal Officer Approval:

Sylvia Rousey

Date:

6/28/19

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 A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

7/1/19

DATE

OFFICE OF THE CITY ATTORNEY
Daw
Rms
7/1/19
TCH

OFFICE OF THE CITY ATTORNEY
July 9, 2019
AKW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, DISCOUNT HEATING AND COOLING, AND BEN WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (WARDS 3)

WHEREAS, on April 05, 2016, found at Minute Book 6-J Page 20, the Mayor was authorized to execute all documents necessary to apply and administer the U.S. Department of Housing and Urban Development's (HUD) Lead-Based Paint Hazard Control Grant to the Office of Lead Hazard Control and Healthy Homes; and

WHEREAS, on July 20, 2016, HUD announced the City of Jackson as one of its recipients to be awarded grant funds through the Lead-Based Paint Hazard Control Grant and Healthy Homes Supplemental Funds for a 36-month funding period and issued Grant Agreements on October 17, 2016 to begin program activities for the City's Lead Safe Jackson Housing Program; and

WHEREAS, on February 7, 2017, found at Minute Book 6-K Page 517, the original order was amended to authorize the Mayor to execute any and all documents necessary to administer \$1,384,180.42 for the usage of funds awarded through HUD's Lead-Based Paint Hazard Control Grant and Healthy Homes Supplemental Funds and \$487,377 of matching CDBG funds; and

WHEREAS, on October 29-November 30, 2018, the Department of Planning and Development through the Office of Housing and Community Development advertised to accept Request for Qualifications (RFQs) for the Lead Safe Jackson Housing Program to invest Lead-Based Paint Hazard Control (LBPHC) Grant funds, Healthy Homes Supplemental funds, and Community Development Block Grant (CDBG) funds for the remediation of lead and healthy homes hazards to renter and owner occupied units throughout the City; and

WHEREAS, on November 30, 2018, the Office of Housing and Community Development received seven (7) RFQ's; and

WHEREAS, six (6) contractors met all the qualifications to be included in OHCD's list of approved contractors eligible to bid on Lead Safe Jackson Housing Program contracts; and

WHEREAS, three (3) contractors were the most reasonable bidder to perform Lead Safe Jackson Housing Program activities on three (3) eligible units scheduled to receive services through this program and will be required to enter into a HUD approved contract agreement with the City of Jackson to perform Lead Safe Jackson Housing Program activities for low to moderate income households with children present under the age of six and/or households occupied by pregnant women; and

Item #30
Date: 7-9-19
By: Kumar, Lumumba

WHEREAS, the City wants to award a contract to Multi-Con, LLC, Discount Heating and Cooling, and Wiggins Painting and Remodeling, LLC to perform Lead Safe Jackson Housing Program activities subject to completion and acceptance of the appropriate environmental evaluations.

IT, IS THEREFORE, ORDERED that the Mayor is authorized to execute a contract and any and all documents necessary with Multi-Con, LLC, Discount Heating and Cooling, and Wiggins Painting and Remodeling, LLC for the use of Lead-Based Paint Hazard Control (LBPHC) Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities of three (3) units scheduled to receive services through the Lead Safe Jackson Housing Program. The contractor, bid amount, and unit address is as follows:

Multi-Con, LLC	509 North Park Lane	\$8,615.20
Discount Heating and Cooling	315 Fredrica Lane	\$22,000.00
Wiggins Painting and Remodeling, LLC	230 Magnolia St.	\$3,497.00

IT, IS FURTHER, ORDERED that the Office of Housing and Community Development (OHCD) is authorized to review and approve change orders with Multi-Con, LLC, Discount Heating and Cooling, and Wiggins Painting and Remodeling, LLC for the use of Lead-Based Paint Hazard Control Grant, Healthy Homes Supplemental, and Community Development Block Grant Funds to implement Lead Safe Jackson Housing Program activities of three (3) units scheduled to receive services through the Lead Safe Jackson Housing Program for an amount not to exceed a total of \$10,500 with the proper supporting documentation evidencing need. Any amounts that would exceed this authorized total must receive Council approval.

Item Number _____
Date July 9, 2019
By: Kumar, Henderson, Lumumba

Council Vote:
Yes _____
No _____
Abstain _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


DATE: 3/19/2019


	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, DISCOUNT HEATING AND COOLING, AND BEN WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (WARDS 3)																									
2.	Purpose	Provide lead and healthy homes remediation for low to moderate income households with pregnant women and/or children present under the age of 6.																									
3.	Who will be affected	Constituents of the city of Jackson																									
4.	Benefits	This project is lead and healthy homes initiative to help residents address lead and healthy homes hazards. These interventions will improve the affordability, livability, health, and safety of their homes.																									
5.	Schedule (beginning date)	July 2019																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$ 34,112.00 of combined funding from LBPHC, HHSF, and CDBG funds																									
9.	Source of Funding General fund _____ Grant <u> X </u> Bond _____ Other _____	085-84510-6485 (CDBG) 085-96430-6485 (LBPHC) 085-96440-6485 (LBPHC-HH)																									
10.	E. B.O. Participation	<table border="0"> <tr> <td>ABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</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 _____																							

**OFFICE OF HOUSING
AND COMMUNITY
DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Mukesh Kumar, Director, 
Department of Planning and Development

CC:  Vanessa Henderson, Deputy Director
Office of Housing and Community Development

DATE: June 28, 2019

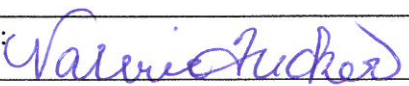
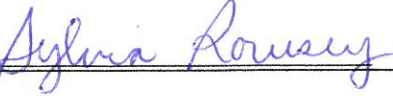
RE: Agenda Item for July 9, 2019 City Council Meeting

The Office of Housing and Community Development (OHCD) is preparing to begin lead and healthy homes remediation activities on three (3) units enrolled in the City's Lead Safe Jackson Housing Program funded through the HUD's Lead-Based Paint Hazard Control Grant and Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) funds. The six approved contractors were asked to complete a walk through with OHCD staff and provide cost estimates on three (3) units scheduled to receive services.

Staff compiled cost estimates utilizing the HomeWyse website and actual cost data from local building supply providers to establish the standard for a reasonable "lowest and best" bid. If the bid is not 10% greater than or 10% lower than the amount established in the cost estimate, it is a reasonable cost.

Two items are attached for your review and approval: (1) the agenda item authorizing the Mayor to execute a contract for the use of Lead-Based Paint Hazard Control (LBPHC) grant, Healthy Homes Supplemental, and CDBG funds to implement Lead Safe Jackson Housing Program activities based upon the recommendations of OHCD staff; and (2) a summary of the bids provided by the approved contractors.

If you have questions or need additional information, please contact me.

For Office Use Only: Manager Approval: 	Date: <u>6/28/19</u>
Fiscal Officer Approval: 	Date: <u>6/28/19</u>

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
7/1/19
2779

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, DISCOUNT HEATING AND COLLING, AND BEN WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (WARD 3) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Nakesha Watkins, Legal Counsel *new*

7/1/19

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
July 1, 2019
NW
7/1/19

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE 2019 AARP LIVABLE COMMUNITIES CHALLENGE GRANT** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Nakesha Watkins, *Legal Counsel* NW

7/1/19

DATE

**ORDER RATIFYING THE APPLICATION AND ACCEPTANCE OF THE
2019 AARP LIVABLE COMMUNITIES CHALLENGE GRANT**

OFFICE OF THE CITY ATTORNEY
JUL 11 2019
KUMAR

WHEREAS, AARP launched the AARP Livable Communities Challenge Grant to fund projects that build community and improve quality of life for residents; and

WHEREAS, the City of Jackson has received an award of \$20,000 from the 2019 AARP Livable Communities Challenge Grant; and

WHEREAS, the AARP Livable Communities Challenge Grant requires no matching funds; and

WHEREAS, the AARP Livable Communities Challenge Grant can be used to support the following types of projects in the community:

- Permanent physical improvements
- Temporary demonstration that lead to long-term change
- Traffic calming design
- Innovative programming or services.

IT IS, THEREFORE, ORDERED that the application to the 2019 AARP Livable Communities Challenge Grant in the amount of \$20,000.00 is ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the acceptance and administration of the 2019 AARP Livable Communities Challenge Grant.

Item #31
Date: 7-9-19
By: Kumar, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 13 2019 . DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE AARP LIVABLE COMMUNITIES CHALLENGE GRANT
2.	Public Policy Initiative 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 7. Quality of life
3.	Who will be affected	Residents and stakeholders of Jackson
4.	Benefits	To activate Jackson streets and contribute to creating equitable and human scale spaces for people of all ages in the City.
5.	Schedule (beginning date)	Immediately upon City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning and Development
8.	COST	Project expenses is \$20,000
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	The amount applied from AARP is up to \$20,000
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 _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Dr. Mukesh Kumar, Director
Department of Planning and Development
Date: June 13, 2019
Subject: Agenda Item for City Council Meeting

We are happy to report that AARP has granted the City of Jackson \$20,000 for the AARP Livable Communities Challenge 2019 “quick-action” grant to improve the quality of life for people of all ages.

AARP’s focus on livable communities supports the efforts of neighborhoods, towns, cities, and counties nationwide to become accessible spaces for people of all ages. AARP launched the AARP Livable Communities Challenge grant to fund small to mid-size initiatives that can be achieved within the project timeframe, which must be executed and complete by November 2019. We will be using the funds to apply and create more vibrant spaces that allows Jackson to be more walkable and multi-modal friendly.

The project will be managed through the Long Range Planning Division at the Department of Planning and Development. The Long Range Planning will with work alongside the Department of Public Works and the Department of Parks and Recreation to ensure the completion of the project by the required deadline. The project timeline is as follows

2019 Livable Communities Challenge Timeline

July 15, 2019	MOU and vendor forms completed and returned to grantees
November 2019	Deadline for project completion
December 2019	Deadline for After Action Report

ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS, AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS, (BID NO. 55048-022619)

OFFICE OF THE CITY ATTORNEY
 [Signature]
 02/28/2019

WHEREAS, sealed term bids for Traffic Sign Sheeting Materials were opened February 26, 2019; and two (2) bids were received for a twelve-month supply; and

WHEREAS, the Traffic Engineering Division will use the traffic sign sheeting materials to ensure safe conditions for motorists and pedestrians throughout the City; and

WHEREAS, the staff of the Traffic Engineering Division, have reviewed all bids submitted and recommend that the governing authorities deem the term bids submitted by American Traffic Safety Materials, 1272 Harbor Road, Suite 5, Orange Park, FL, and Custom Products Corporation, 1120 Flowood Drive, Flowood, MS 39288 received February 26, 2019, as the lowest and best bids received for the respective items.

IT IS, THEREFORE, ORDERED that the following bids received February 26, 2019, for twelve-month supplies of certain types of traffic sign sheeting materials, (starting from the date of Council approval through twelve months), be accepted as the lowest and best bids received for each of the specified items as listed:

<u>COMPANY NAME</u>	<u>SECTION</u>	<u>ITEMS</u>
American Traffic Safety Materials 1272 Harbor Road, Suite 5 Orange Park, FL 32067	1	1. 6" x 50 yds - \$76.50 2. 9" x 50 yds - \$114.75 3. 12" x 50 yds - \$153.00 4. 18" x 50 yds - \$229.50 5. 24" x 50 yds - \$306.00 6. 30" x 50 yds - \$382.50 7. 36" x 50 yds - \$459.00 8. 42" x 50 yds - \$612.00 9. 48" x 50 yds - \$612.00

Item No. #32
 Agenda Date 7-9-19
 By: (Lighter, Caldwell, Miller, Lumumba)

COMPANY NAME

American Traffic Safety Materials, Inc.
1177 Park Avenue, Suite 5
Orange Park, FL 32073

SECTION**ITEMS**

1

20. 15" x 10 yds - \$47.81
21. 30" x 10 yds - \$95.63
22. 15" x 50 yds - \$191.25
23. 30" x 50 yds - \$382.50
24. 6" x 50 yds - \$35.93
25. 12" x 50 yds - \$71.85
26. 15" x 50 yds - \$89.81
27. 24" x 50 yds - \$143.70

1

28. 30" x 50 yds - \$179.63
29. 36" x 50 yds - \$215.55
30. 42" x 50 yds - \$287.40
31. 48" x 50 yds - \$287.40
32. 6" x 50 yds - \$42.00
33. 12" x 50 yds - \$84.00
34. 15" x 50 yds - \$105.00
35. 24" x 50 yds - \$168.00
36. 30" x 50 yds - \$210.00
37. 36" x 50 yds - \$252.00
38. 42" x 50 yds - \$336.00
39. 48" x 50 yds - \$336.00

1

48. 24" x 50 yds - \$168.00
49. 48" x 50 yds - \$336.00
50. 15" x 50 yds - \$89.81
51. 30" x 50 yds - \$179.63
52. 15" x 50 yds - \$105.00
53. 30" x 50 yds - \$210.00

2

22. 15" x 50 yds - \$356.25
23. 30" x 50 yds - \$712.50

7

1. 24" x 50 yds - \$255.00
2. 30" x 50 yds - \$318.75
3. 36" x 50 yds - \$382.50
4. 48" x 50 yds - \$510.00
5. 48" x 100 yds - \$148.89

<u>COMPANY NAME</u>	<u>SECTION</u>	<u>ITEMS</u>	
Custom Products Corporation 1120 Flowood Drive Flowood, MS 39288	3	1. 9"x 50 yds - \$166.61	
		2. 12"x 50 yds - \$222.15	
		3. 18"x 50 yds - \$333.00	
		4. 24"x 50 yds - \$444.00	
		5. 30"x 50 yds - \$555.00	
		6. 36"x 50 yds - \$666.00	
		7. 42"x 50 yds - \$777.00	
		8. 48"x 50 yds - \$888.00	
		9. STOP 30"x 30" - \$20.91	
		10. STOP 36"x 36" - \$30.31	
		14. ALL WAY - \$5.07	
		15. DO NOT ENTER - \$20.61	
		4	5. 4" STRIPE/RIGHT 8" x 50 yds - \$159.12
			7. 6" STRIPE/LEFT 6" x 50 yds - \$128.05
			8. 6" STRIPE/LEFT 8" x 50 yds - \$159.12
	10. 6" STRIPE/RIGHT 6" x 50 yds - \$128.05		
	11. 6" STRIPE/RIGHT 8" x 50 yds - \$169.41		
	6		1. STOP (R1-1) 24" x 24" - \$9.24
	2. STOP (R1-1) 30" x 30" - \$12.75		
	3. STOP (R1-1) 36" x 36" - \$19.43		
	4. YIELD (R1-2) 30" x 30" x 30" - \$7.45		
	8. DO NOT ENTER 30" x 30" R5-1 - \$13.04		
	11. WRONG WAY 36" x 24" - \$19.77		
12. "Reserved Parking" 12" x 18" - \$7.24			
13. STOP AHEAD 30" x 30" - \$23.27			
14. STOP AHEAD 36" x 36" - \$30.57			
16. SIGNAL AHEAD 36" x 36" - \$30.57			
17. STOP 30" x 30" - \$34.84			
18. STOP 36" x 36" - \$50.86			
19. YIELD 30" x 30" x 30" - \$25.29			
22. ALL WAY 18" x 6" - \$8.10			
23. DO NOT ENTER 30" x 30" - \$46.57			

IT IS FURTHER ORDERED that payment for the Traffic Sign Sheeting Materials be made from the General Fund.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Kristen Love
7/1/19

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE TERM BIDS OF AMERICAN TRAFFIC SAFETY MATERIALS AND CUSTOM PRODUCTS CORPORATION FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS (BID NO. 55048-022619)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Kristen Love, *Deputy City Attorney*

KL



Date



MEMORANDUM

INFRASTRUCTURE MANAGEMENT DIVISION

TO: Chokwe Antar Lumumba, Mayor
City Hall

FROM: Robert K. Miller, Director
Department of Public Works

DATE: April 25, 2019

RE: Bid for: Twelve Month Supply of Reflective Sheeting Materials for
Traffic Sign Sheeting
Bid No.: 55048-022619- Opened: April 26, 2019
Term: April 01, 2019 through March 31, 2020

The Traffic Engineering Division recommends for term bid 55048-022619 - Twelve Month Supply of Reflective Sheeting Materials for Traffic Sign Sheeting be awarded to the following companies as the best and lowest bid received:

TO: TO: American Traffic Safety Materials
Attn: Sadie Maugle
P.O. Box 1449
Orange Park, FL 32067 - 1449
1272 Harbor Road, Suite 5
Orange Park, FL 32067
(904) 284-1708
trafficastm@gmail.com

Section 1 - ENCLOSED LENS REFLECTIVE SHEETING
Items 1-9, 20-39, 48-53

Section 2 - ENCAPSULATED LENS REFLECTIVE SHEETING
Items 22- 23

Section 7 - ELECTRONICALLY CUTTABLE FILM
Items 1-5

TO: Custom Products Corporation
Attn: Heidi McGee
P O Box 54091
Flowood, MS 39288
1120 Flowood Drive
Flowood, MS 39232
(888) 367-1492
Heidi@cpcsins.com

Section 3 - WIDE ANGLE LENS PRISMATIC RETRO SHEETING
Items 1-10, & 14-15

Section 4 - ENCAPSULATED LENS REFLECTIVE CONSTRUCTION
SHEETING
Items 5,7-8 & 10-11

Section 6 - RETROREFLECTIVE TRAFFIC SIGN FACES
Items 1-4,8,11-14, 16-19, 22-23

RM:vo
Attachments

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

3077 COPY

To: Michael Davis, Serving EBO Officer & Manager
Office of Economic Development & Planning
Victor Sexton, Office of Economic Development & Planning

From: Purchasing Division

Thru: Letha Garrett, Traffic Engineering Coordinator
Department of Public Works, Traffic Maintenance

Date: March 18, 2019

Re: Bid Number: 55048-022619; Traffic Sign Sheeting Materials

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on February 26, 2019, as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
American Traffic Safety Materials, Inc.	✓		X	
Custom Product Corporation	✓		X	

The source of funding is Account: General Funds

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.

Letha Garrett

5/5/2019

Signed (Department / Division Contact Person)

Date

Please attach a copy of Bid Recommendation.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

04/25/2019
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	<p>Term Bid #55048-022619 – Twelve Month Supply of Reflective Sheeting Materials for Traffic Sign Sheeting.</p> <p>To have prices and suppliers available from which to order sheeting materials for making signs and ordering form the best and lowest prices.</p>																																													
2. Public Policy Initiative 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	<p>Quality of Life</p>																																													
3. Who will be affected	<p>The entire City because the signs which are made are placed in various locations throughout the City.</p>																																													
4. Benefits	<p>Safe conditions from which motorists and pedestrians will benefit due to legible signs and markings.</p>																																													
5. Schedule (beginning date)	<p>Scheduled Date Following Council Approval</p>																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	<p>City-wide</p>																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	<p>City Department</p>																																													
8. COST	<p>Last year estimated expensed \$30,000.</p>																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<p>001.448.50.6340</p>																																													
10. EBO participation	<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	___																																						

TABULATION OF BIDS RECEIVED FOR A TWELVE-MONTH SUPPLY OF TRAFFIC SIGN SHEETING MATERIALS

TERM: APRIL 01, 2019 THROUGH MARCH 31, 2020

BID NO. 55048-022619

ADVERTISED: JANUARY 31 & FEBRUARY 7, 2019

OPENED: FEBRUARY 09, 2019

DEPT. COPY

**TRAFFIC ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS**

ACCOUNT: GENERAL FUND

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 trafficastm@gmail.com</p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 heidi@cpcsigns.com</p>
Section 1 – Enclosed Lens Reflective Sheeting			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
1	6" x 50 yds.	\$76.50	No Bid
2	9" x 50 yds.	\$114.75	No Bid
3	12" x 50 yds.	\$153.00	No Bid
4	18" x 50 yds.	\$229.50	No Bid
5	24" x 50 yds.	\$306.00	No Bid
6	30" x 50 yds.	\$382.50	No Bid
7	36" x 50 yds.	\$459.00	No Bid
8	42" x 50 yds.	\$612.00	No Bid
9	48" x 50 yds.	\$612.00	No Bid
10	Black	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpsigns.com</u></p>
Section 1 – Enclosed Lens Reflective Sheeting (cont'd)			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
11	Blue	No Bid	No Bid
12	Red	No Bid	No Bid
13	Orange	No Bid	No Bid
14	Brown	No Bid	No Bid
15	Yellow	No Bid	No Bid
16	Dark Red	No Bid	No Bid
17	Gold	No Bid	No Bid
18	Magenta	No Bid	No Bid
19	Thinner	No Bid	No Bid
20	15" x 10 yds.	\$47.81	No Bid
21	30" x 10 yds.	\$95.63	No Bid
22	15" x 50 yds.	\$191.25	No Bid
23	30" x 50 yds.	\$382.50	No Bid
24	6" x 50 yds.	\$35.93	No Bid
25	12" x 50 yds	\$71.85	No Bid
26	15" x 50 yds.	\$89.81	No Bid
27	24" x 50 yds.	\$143.70	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
--	--	---	--

Section 1 – Enclosed Lens Reflective Sheeting (cont'd)

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
28	30" x 50 yds.	\$179.63	No Bid
29	36" x 50 yds.	\$215.55	No Bid
30	42" x 50 yds.	\$287.40	No Bid
31	48" x 50 yds	\$287.40	No Bid
32	6" x 50 yds.	\$42.00	No Bid
33	12" x 50 yds.	\$84.00	No Bid
34	15" x 50 yds.	\$105.00	No Bid
35	24" x 50 yds.	\$168.00	No Bid
36	30" x 50 yds.	\$210.00	No Bid
37	36" x 50 yds.	\$252.00	No Bid
38	42" x 50 yds.	336.00	No Bid
39	48" x 50 yds.	336.00	No Bid
40	6" x 50 yds.	No Bid	No Bid
41	12" x 50 yds.	No Bid	No Bid
42	15" x 50 yds.	No Bid	No Bid
43	24" x 50 yds.	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
--	--	---	--

Section 1 – Enclosed Lens Reflective Sheeting (cont'd)

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
44	30" x 50 yds.	No Bid	No Bid
45	36" x 50 yds	No Bid	No Bid
46	42" x 50 yds.	No Bid	No Bid
47	48" x 50 yds.	No Bid	No Bid
48	24" x 50 yds.	\$168.00	No Bid
49	48" x 50 yds.	\$336.00	No Bid
50	15" x 50 yds.	\$89.81	No Bid
51	30" x 50 yds.	\$179.63	No Bid
52	15" x 50 yds.	\$105.00	No Bid
53	30" x 50 yds.	\$210.00	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 Green Cove Springs, FL 32043 (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
SECTION 2 – Encapsulated Lens Reflective Sheeting			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
1	6" x 50 yds.	No Bid	No Bid
2	9" x 50 yds.	No Bid	No Bid
3	12" x 50 yds.	No Bid	No Bid
4	18" x 50 yds.	No Bid	No Bid
5	24" x 50 yds.	No Bid	No Bid
6	30" x 50 yds.	No Bid	No Bid
7	36" x 50 yds.	No Bid	No Bid
8	42" x 50 yds.	No Bid	No Bid
9	48" x 50 yds.	No Bid	No Bid
10	Black	No Bid	No Bid
11	Green	No Bid	No Bid
12	Blue	No Bid	No Bid
13	Red	No Bid	No Bid
14	Brown	No Bid	No Bid
15	Violet	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpsigns.com</u></p>
SECTION 2 – Encapsulated Lens Reflective Sheeting (cont'd)			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
16	Yellow	No Bid	No Bid
17	Clear	No Bid	No Bid
18	Magenta	No Bid	No Bid
19	Thinner	No Bid	No Bid
20	15" x 10 yds.	No Bid	No Bid
21	30" x 10 yds.	No Bid	No Bid
22	15" x 50 yds.	\$356.25	No Bid
23	30" x 50 yds.	\$712.50	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 Orange Park, FL 32067-1449 1272 Harbor Road , Suite 5 Green Cove Springs, FL 32043 (904) 284-1708 trafficastm@gmail.com</p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 Flowood, MS 39288 1120 Flowood Drive Flowood, MS 39232 (888) 905-5665 heidi@epcsigns.com</p>
SECTION 3 – Wide Angle Lens Prismatic Retro Sheeting			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
1	9" x 50 yds.	No Bid	\$166.61
2	12" x 50 yds.	No Bid	\$222.15
3	18" x 50 yds.	No Bid	\$333.00
4	24" x 50 yds.	No Bid	\$444.00
5	30" x 50 yds.	No Bid	\$555.00
6	36" x 50 yds.	No Bid	\$666.00
7	42" x 50 yds	No Bid	\$777.00
8	48" x 50 yds.	No Bid	\$888.00
9	STOP (R1-1) 30" x 30"	No Bid	\$20.91
10	STOP (R1-1) 36" x 36"	No Bid	\$30.31
11	YIELD (R1-2) 30" x 30" x 30"	No Bid	No Bid
12	YIELD (R1-2) 36" x 36" x 36"	No Bid	No Bid
13	4-WAY(R1-3(4) 12" x 6"	No Bid	No Bid
14	ALL WAY (R1-4)	No Bid	\$5.07
15	DO NOT ENTER (R5-1)	No Bid	\$20.61
16	DO NOT ENTER (R5-1)	No Bid	No Bid
17	WRONG WAY (R5-1A)	No Bid	No Bid
18	STOP AHEAD SYMBOL (W3-1A)	No Bid	No Bid
19	YIELD AHEAD SYMBOL (W3-2A)	No Bid	No Bid
20	SIGNAL AHEAD SYMBOL (W3-3)	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
--	--	---	--

Section 4 – Encapsulated Lens Reflective Construction Sheeting				
ITEM	DESCRIPTION		UNIT PRICE	UNIT PRICE
1	4" STRIPE/LEFT	6" x 50 yds.	No Bid	No Bid
2	4" STRIPE/LEFT	8" x 50 yds.	No Bid	No Bid
3	4" STRIPE/LEFT	12" x 50 yds.	No Bid	No Bid
4	4" STRIPE/RIGHT	6" x 50 yds.	No Bid	No Bid
5	4" STRIPE/RIGHT	8" x 50 yds.	No Bid	\$159.12
6	4" STRIPE/RIGHT	12" x 50 yds.	No Bid	No Bid
7	6" STRIPE/LEFT	6" x 50 yds.	No Bid	\$128.05
8	6" STRIPE/LEFT	8" x 50 yds.	No Bid	\$159.12
9	6" STRIPE/LEFT	12" x 50 yds.	No Bid	No Bid
10	6" STRIPE/RIGHT	6" x 50 yds.	No Bid	128.05
11	6" STRIPE/RIGHT	8" x 50 yds.	No Bid	\$169.41
12	6" STRIPE/RIGHT	12" x 50 yds.	No Bid	No Bid
13	4" SOLID	4" x 50 yds.	No Bid	No Bid
14	6" SOLID	6" x 50 yds.	No Bid	No Bid
15	18" SOLID	18" x 50 yds.	No Bid	No Bid
16	24" SOLID	24" x 50 yds.	No Bid	No Bid
17	30" SOLID	30" x 50 yds.	No Bid	No Bid
18	36" SOLID	36" x 50 yds.	No Bid	No Bid
19	48" SOLID	48" x 50 yds.	No Bid	No Bid
20	4" SOLID	4" x 50 yds.	No Bid	No Bid
21	6" SOLID	6" x 50 yds.	No Bid	No Bid
22	8" SOLID	8" x 50 yds.	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
--	--	---	--

Section 5 – Reflective Vehicle Markings

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
1	1/2" x 50 yds.	No Bid	No Bid
2	1 » x 50 yds.	No Bid	No Bid
3	2 » x 50 yds.	No Bid	No Bid
4	3 » x 50 yds.	No Bid	No Bid
5	4 » x 50 yds.	No Bid	No Bid
6	5 » x 50 yds.	No Bid	No Bid
7	6 » x 50 yds.	No Bid	No Bid
8	7 » x 50 yds.	No Bid	No Bid
9	8 » x 50 yds.	No Bid	No Bid
10	9 » x 50 yds.	No Bid	No Bid
11	10 » x 50 yds.	No Bid	No Bid
12	11 » x 50 yds.	No Bid	No Bid
13	12 » x 50 yds.	No Bid	No Bid
14	13 » x 50 yds.	No Bid	No Bid
15	14 » x 50 yds.	No Bid	No Bid
16	15 » x 50 yds.	No Bid	No Bid
17	16 » x 50 yds.	No Bid	No Bid
18	17 » x 50 yds.	No Bid	No Bid
19	18 » x 50 yds.	No Bid	No Bid
20	19 » x 50 yds.	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
--	--	---	--

Section 5 – Reflective Vehicle Markings (cont'd)

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
21	20" x 50 yds.	No Bid	No Bid
22	21" x 50 yds.	No Bid	No Bid
23	22" x 50 yds.	No Bid	No Bid
24	23" x 50 yds.	No Bid	No Bid
25	24" x 50 yds.	No Bid	No Bid
26	Black	No Bid	No Bid
27	Orange	No Bid	No Bid
28	Green	No Bid	No Bid
29	Magenta	No Bid	No Bid
30	Blue	No Bid	No Bid
31	Yellow	No Bid	No Bid
32	Red	No Bid	No Bid
33	Lemon Yellow	No Bid	No Bid
34	Clear Coat	No Bid	No Bid
35	Yellow	No Bid	No Bid
36	White	No Bid	No Bid
37	Black	No Bid	No Bid
38	Dark Green	No Bid	No Bid
39	Blue	No Bid	No Bid
40	Gold Metallic	No Bid	No Bid
41	Blue Violet	No Bid	No Bid

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 Green Cove Springs, FL 32043 (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
Section 5 – Reflective Vehicle Markings (cont'd)			
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
42	Red Violet	No Bid	No Bid
43	Red Toned Blue	No Bid	No Bid
44	Deep Red	No Bid	No Bid
45	Bright Red	No Bid	No Bid
46	Thinner	No Bid	No Bid
47	Red/White 2" x 50 yds.	No Bid	No Bid
48	Red/White 3" x 50 yds.	No Bid	No Bid
49	Red/White 4" x 50 yds.	No Bid	No Bid
50	White 2" x 50 yds.	No Bid	No Bid
51	White 3" x 50 yds.	No Bid	No Bid
52	White 4" x 50 yds.	No Bid	No Bid
53	Orange/White 2" x 50 yds.	No Bid	No Bid
54	Orange / White 3" x 50 yds.	No Bid	No Bid
55	Orange / White 4" x 50 yds.	No Bid	No Bid
56	Yellow/ White 2" x 50 yds.	No Bid	No Bid
57	Yellow / White 3" x 50 yds.	No Bid	No Bid
58	Yellow / White 4" x 50 yds.	No Bid	No Bid
59	Yellow /Black 2" x 50 yds.	No Bid	No Bid
60	Yellow /Black 3" x 50 yds.	No Bid	No Bid
61	Yellow/Black 4" x 50 yds.	No Bid	No Bid

***American Traffic Safety Materials**
Attn: Sadie Maugle
P. O. Box 1449
Orange Park, FL 32067-1449
1272 Harbor Road , Suite 5
Green Cove Springs, FL 32043
(904) 284-1708
trafficastm@gmail.com

****Custom Products Corporation**
Attn: Heidi McGee
P.O. Box 54091
Flowood, MS 39288
1120 Flowood Drive
Flowood, MS 39232
(888) 905-5665
heidi@cpcsigns.com

SECTION 6 – Retroreflective Traffic Sign Faces

ITEM	DESCRIPTION/SIZE/COLOR	UNIT PRICE	UNIT PRICE
1	STOP (R1-1) 24" x 24"	No Bid	\$9.24
2	STOP (R1-1) 30" x 30"	No Bid	\$12.75
3	STOP (R1-1) 36" x 36"	No Bid	\$19.43
4	YIELD (R1-2) 30" x 30" x 30"	No Bid	\$7.45
5	YIELD (R1-2) 36" x 36" x 36"	No Bid	No Bid
6	4-WAY (R1-3(4)) 12" x 6"	No Bid	No Bid
7	ALL WAY (R1-4) 18" x 6"	No Bid	No Bid
8	DO NOT ENTER 30" x 30"(R5-1)	No Bid	\$13.04
9	DO NOT ENTER 6" x 36"(R5-1)	No Bid	No Bid
10	WRONG WAY 30" x 18"(R5-1A)	No Bid	No Bid
11	WRONG WAY 36" x 24"(R5-1A)	No Bid	\$19.77
12	"Reserved Parking" 12" x 18" With Symbol (R7-8)	No Bid	\$7.24
13	STOP AHEAD 30" X 30" SYMBOL (W3-1A)	No Bid	\$23.27
14	STOP AHEAD 36" X 36" SYMBOL (W3-1A)	No Bid	\$30.57
15	YIELD AHEAD 36" X 36" SYMBOL (W3-2A)	No Bid	No Bid
16	SIGNAL AHEAD 36" X 36" SYMBOL (W3-3)	No Bid	\$30.57
17	STOP (R1-1) 30" x 30"	No Bid	\$34.84

		<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 <u>trafficastm@gmail.com</u></p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 <u>heidi@cpcsigns.com</u></p>
Section 6 – Retroreflective Traffic Sign Faces (cont'd)			
ITEM	DESCRIPTION/SIZE/COLOR	UNIT PRICE	UNIT PRICE
18	STOP (R1-1) 36" x 36"	No Bid	\$50.86
19	YIELD (R1-2) 30" x 30" x 30"	No Bid	\$25.29
20	YIELD (R1-2) 36" x 36" x 36"	No Bid	No Bid
21	4-WAY (R1-3(4)) 12" x 6"	No Bid	No Bid
22	ALL WAY (R1-4) 18" x 6"	No Bid	\$8.10
23	DO NOT ENTER (R5-1) 30" x 30"	No Bid	\$46.57
24	DO NOT ENTER (R5-1) 36" x 36"	No Bid	No Bid
25	WRONG WAY (R5-1A) 36" x 24"	No Bid	No Bid
26	STOP AHEAD SYMBOL (W3-1A) 36" x 36"	No Bid	No Bid
27	YIELD AHEAD SYMBOL (W3-2A) 36" x 36"	No Bid	No Bid
28	SIGNAL AHEAD SYMBOL (W3-3) 36" x 36"	No Bid	No Bid

	<p>*American Traffic Safety Materials Attn: Sadie Maugle P. O. Box 1449 <u>Orange Park, FL 32067-1449</u> 1272 Harbor Road , Suite 5 <u>Green Cove Springs, FL 32043</u> (904) 284-1708 trafficastm@gmail.com</p>	<p>**Custom Products Corporation Attn: Heidi McGee P.O. Box 54091 <u>Flowood, MS 39288</u> 1120 Flowood Drive <u>Flowood, MS 39232</u> (888) 905-5665 heidi@cpcsigns.com</p>
--	--	--

SECTION 7 – Electronically Cuttable Film			
ITEM	DESCRIPTION/SIZE/COLOR	UNIT PRICE	UNIT PRICE
1	24" x 50 yds.	\$255.00	\$323.29
2	30" x 50 yds.	\$318.75	\$404.11
3	36" x 50 yds.	\$382.50	\$484.93
4	48" x 50 yds.	\$510.00	\$646.58
	CLEAR PREMASKING TAPE		
5	48" x 100 yds	\$148.89	\$250.00
Delivery:			
		10 days	14 days
Bid valid for:			
		60 days	60 days
EBO Plan Application:			
		Included	Included

RM/s
 03/08/2019

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT SODA ASH SILOS AND FEED SYSTEM REHABILITATION PROJECT, CITY PROJECT NUMBER 17B0102, SRF# DWI-L250008-01 (CITYWIDE)

OFFICE OF THE CITY ATTORNEY
7/9/2019

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc, on November 30, 2018 for the OB Curtis Water Treatment Plan Soda Ash Silos and Feed System Rehabilitation Project; and

WHEREAS, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc, to start work on January 22, 2019; and

WHEREAS, Hemphill Construction Company, Inc, was given one hundred and fifty (150) calendar days to complete the work from the issuance of the notice to proceed; and

WHEREAS, Hemphill Construction Company, Inc, has encountered delays due to weather and lack of parts inventory from manufacturer supply companies; and

WHEREAS, Hemphill Construction Company, Inc, has requested an additional one hundred and thirty-one calendar days to complete the project increasing the calendar days from one hundred and fifty (150) to two hundred and eighty-one (281) total calendar days for completion; and

NOW, THEREFORE, it is mutually agreed by all parties that an additional one hundred and thirty-one (131) additional calendar days will be added to the contract for a revised Schedule Completion Date of October 30, 2019; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plan Soda Ash Silos and Feed System Rehabilitation Project, City Project Number 17B0102, SRF# DWI-L250008-01 is accepted.

ITEM # #33
DATE: 7-9-19
BY: **WILLIAMS, MILLER, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 26, 2019

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE OB CURTIS WATER TREATMENT PLANT SODA ASH SILOS AND FEED SYSTEM REHABILITATION PROJECT, CITY PROJECT NUMBER 17B0102, SRF# DWI-L250008-01
2.	Public Policy Initiative 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.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits
4.	Benefits	Water Infrastructure
5.	Schedule (beginning date)	When contracts are executed.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	No Cost
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	
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 _____

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller
Director



Date: June 26, 2019

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc, for the OB Curtis Water Treatment Plant Soda Ash Silos and Feed System Rehabilitation Project. The Contractor (Hemphill Construction Company, Inc.) has requested a time extension based on delays resulting from weather and lack of parts from manufacturer supply companies. The City of Jackson and Hemphill Construction Company, Inc, have agreed upon 131 additional calendar days to add to the original 150 calendar days totaling 281 calendar days for completion.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

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 CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE O.B. CURTIS WATER TREATMENT PLANT SODA ASH SILOS AND FEED SYSTEM REHABILITATION PROJECT, CITY PROJECT NUMBER 17B0102, SRF# DWI-L250008-01 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

Change Order

No. 1

Date of Issuance: June 20, 2019 Effective Date: June 20, 2019

Table with 3 columns: Project: OB Curtis WTP Soda Ash Silo and Feed System Rehabilitation Project, Owner: City of Jackson, Owner's Contract No.: 1, Contract:, Date of Contract: Nov. 20, 2018, Contractor: Hemphill Construction Company, Inc., Engineer's Project No.: 18-14/19-03

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- 1. Extend Contract time by 131 calendar days due to reasons beyond the control of the GC and Changed site conditions.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price: \$2,583,139.00 Original Contract Times: [] Working days [X] Calendar days Substantial completion (days or date): 150 days Ready for final payment (days or date): June 21, 2019

[Increase] [Decrease] from previously approved Change Orders No. SNA to No. Substantial completion (days): NA Ready for final payment (days): NA

Contract Price prior to this Change Order: \$2,583,139.00 Contract Times prior to this Change Order: Substantial completion (days or date): 150 days Ready for final payment (days or date): June 21, 2019

[Increase] [Decrease] of this Change Order: SNA [Increase] [Decrease] of this Change Order: Substantial completion (days or date): 131 days Ready for final payment (days or date): Oct. 30, 2019

Contract Price incorporating this Change Order: \$2,583,139.00 Contract Times with all approved Change Orders: Substantial completion (days or date): 281 days Ready for final payment (days or date): Oct. 30, 2019

RECOMMENDED: ACCEPTED: ACCEPTED: By: [Signature] By: [Signature] By: [Signature] Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature) Richard A. Rula, President Date: 6/20/19 Date: June 20, 2019

Approved by Funding Agency (if applicable): Date:

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND DOZER, LLC, FOR THE WEST STREET BRIDGE REHABILITATION PROJECT, CITY PROJECT NUMBER 17B4500.702, ER-7254-00(005) LPA/107358-701000. (WARD 7)

OFFICE OF THE CITY ATTORNEY
7/9/19
7/9/19

WHEREAS, the City of Jackson entered into a construction contract with Dozer, LLC, on March 20, 2018 for the West Street Bridge Rehabilitation Project; and

WHEREAS, the project provided rehabilitation of the West Street Bridge over Town Creek; and

WHEREAS, Supplemental Agreement No. 1, included the addition of on (1) 8-inch Inserta Valve and it was determined by the City of Jackson that an additional 8-inch Inserta Valve would be required to properly turn off the water (item in non-participating an paid directly with the City of Jackson funds); and

WHEREAS, once the contractor removed the existing portions of the bridge, it was determined an additional junction box would be required to properly relocate the existing storm water drainage pipe away from the centerline of the bridge; and

WHEREAS, Dozer, LLC requested the relocation of the existing overhead L3 fiber line due to its proximity of the outside piles; and

WHEREAS, Dozer, LLC has agreed to perform this service; and

WHEREAS, the Contractor has requested 59 calendar days (30 days for relocating the communication line, 13 days for additional junction box, 14 days for the additional work for the City waterline, and 2 weather days as a result of Tropical Storm Gordon be added to the revised contract time of 120 calendar days which includes the time associated with Supplemental Agreement No. 1 to perform these service, revising the contract time totals to 179 calendar days; and

NOW, THEREFORE, it is mutually agreed by all parties that an additional 59 additional calendar days will be added to the contract for this project delay for a revised Schedule Completion Date of October 26, 2018, and all applicable specifications in the Mississippi Standard of Specifications for Road and Bridge Construction (2017 Edition) and/or altered by special provision will apply to the added pay items and to be considered full and final compensation for all materials, equipment, labor, and incidentals necessary to complete this work; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement No. 2 to the Construction Contract with Dozer, LLC for the West Street Bridge Rehabilitation Project, City Project Number 17B4500.702, ER-7254-00(005) LPA/107358-701000 is accepted.

Item #34
Date: 7-9-19
By: Miller, Lumumba

ITEM #

DATE:

BY:

WILLIAMS, MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 25, 2019

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND DOZER, LLC, FOR THE WEST STREET BRIDGE REHABILITATION PROJECT, CITY PROJECT NUMBER 17B4500.702, ER-7254-00(005) LPA/107358-701000. (WARD 7)	
2.	Public Policy Initiative 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.	Who will be affected	Residents in Ward 7	
4.	Benefits	Bridge Infrastructure	
5.	Schedule (beginning date)	When contracts are executed.	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7.	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	No Cost	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>		
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller
Director



Date: June 25, 2019

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute supplemental agreement #2 to the construction contract with Dozer, LLC for the West Street Bridge Rehabilitation Project. The Contractor (Dozer, LLC) has requested a time extension based on delays resulting from utility relocation, and weather. The City of Jackson, Mississippi Department of Transportation, and Dozer, LLC have agreed upon 59 additional calendar days to add to the original 120 calendar day completion date.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

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 SUPPLEMENTAL AGREEMENT NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND DOZER, LLC FOR THE WEST STREET BRIDGE REHABILITATION PROJECT, CITY PROJECT NUMBER 17B4500.702, ER-7254-00(005) LPA/107358-701000 (WARD 7) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

City of Jackson, Mississippi
Project No. ER-7254-00(005)LPA/107358-701000
SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, WE, Dozer, LLC, Contractor, and **North American Specialty Insurance Company**, Surety, entered into a contract with the **City of Jackson**, LPA, on the 20th day of **March**, 2018 for the construction of Federal Aid Project No. **ER-7254-00(005)LPA/107358-701000**, **Hinds** county; and

WHEREAS: The project provides for the rehabilitation of the West Street Bridge over Town Creek; and,

WHEREAS: Supplemental Agreement No. 1 included the addition of one (1) 8-inch Inserta Valve and it was determined by the City of Jackson that an additional 8-inch Inserta Valve would be required to properly turn off the water (item is non-participating and paid directly with City of Jackson funds); and,

WHEREAS: Once the contractor removed the existing portions of the bridge, it was determined an additional junction box would be required to properly relocate the existing storm water drainage pipe away from the centerline of the bridge; and,

WHEREAS: Dozer, LLC requested the relocation of an existing overhead L3 fiber line due to its proximity of the outside piles; and,

WHEREAS: Dozer, LLC has agreed to perform this service; and,

WHEREAS: The Contractor has requested 59 calendar days (30 days for relocating the communication line, 13 days for the additional junction box, 14 days for the additional work for the City waterline and 2 weather days as a result of Tropical Storm Gordon) be added to the revised contract time of 120 calendar days which includes the time associated with Supplemental Agreement No. 1 to perform these services. The revised contract time totals 179 calendar days, and;

NOW, THEREFORE, it is mutually agreed by all parties that an additional 59 additional calendar days will be added to the contract for this project delay for a revised Schedule Completion Date of **October 26th, 2018**. All applicable specifications in the ***Mississippi Standard Specifications for Road and Bridge Construction (2017 Edition)*** and/or altered by special provision will apply to the added pay items and to be considered full and final compensation for all materials, equipment, labor, and incidentals necessary to complete this work.

This Supplemental Agreement has been discussed with **Michael Hogan** MDOT Construction Area Engineer and **Lee Frederick** MDOT LPA Division.

NOW, THEREFORE, WE, Dozer, LLC, Contractor, and North American Specialty Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 22nd day of May, 2019.

<u>North American Specialty Insurance Company</u>	<u>Dozer, LLC</u>
Surety	Contractor
By: <u>[Signature]</u>	<u>[Signature]</u>
Peggy L. Jackson, Attorney-in-Fact	William T. Jones, Jr. Member
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.	
5/22/2019	
Date	Date

RECOMMENDED FOR APPROVAL:

[Signature] 5/24/19
 LPA Project Engineer/Architect Date

[Signature] 6/3/19
 MDOT District Engineer Date

[Signature] 6/4/19
 MDOT State Construction Engineer Date

[Signature] *
 MDOT Executive Director Date
 for the Mississippi Transportation Commission

Book 21 Page 1153

APPROVED:

 LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000

After the City Attorney and Legal Counsel for the Department of Public Works met with Dozer and its lawyer, Legal reviewed a number of documents including the Project Inspector's Diary, the contract documents, including the Supplemental Agreement #1, both of Dozer's letters requesting additional construction days, emails and other information. Legal Counsel offers his analysis of Dozer's claim to additional construction days.

The City accepted the bid of Dozer, LLC to construct the West Street Bridge Project. The original contract amount was \$688,208.50. Supplemental Agreement #1 increased the contract amount by \$50,000.00 to \$738,208.50. The final cost of the project was \$534,453.36, which resulted in an underrun of \$203,755.14. The original contract time was 90 days. Supplemental Agreement #1 increased the contract time by 30 days. The Notice to Proceed was issued on May 1, 2018. The original end-of-contract date when the work should have been completed was July 29, 2018. The new end-of-contract date after Supplemental Agreement #1 was August 28, 2018. Dozer reached substantial completion on December 12, 2018, which was 106 days beyond the amended end-of-construction date.

Prior to the end of the contract, Dozer requested a contract extension of 107 days in an October 2018 letter. The Project Engineer and the City Engineer offered 40 additional days for construction, which would reduce the days of liquidated damages to 66 days.

In requesting additional days for construction, Dozer identified three causes for delay attributable to the City, (1) relocation of a water line; (2) relocation of the reinforced concrete pipe storm sewer ("Storm Sewer"); and (3) relocation of the L3 communications line. In reviewing Dozer's request for 107 additional construction days, we focused on these three project delays. Dozer also intimated that it was entitled to construction days due to weather. Our understanding is that MDOT construes Section 108.06.2.2 of the Standard Specifications ("Red Book") very narrowly and does not generally grant additional time for weather for completion date contracts. However, in reviewing the Project Inspector's Diary, we did see where Tropical Storm George passed through this area during project construction. It appeared that 2 days of construction time were lost due to rain from Tropical Storm George and the City those 2 days are justifiable.

Water Line Relocation

The first delay Dozer asserts is for the relocation of the City's water line. This relocation was not originally included in the contract. In its September 4 letter requesting additional construction days, Dozer claims that it had difficulty contacting the City of Jackson to have the water shut off. During the relocation, Dozer claims that it was further delayed because the City could not shut off the water completely. It appears though that this delay in actually shutting off the water was only a few days, as work began on June 20 and was completed June 26. Contrary to the September 4, letter, Supplemental Agreement #1 was fully executed on May 2, not May 10. There appears to have been a delay in bringing the subcontractor on and in the subcontractor submitting the water line removal plans for review. With approval of the submittals by the Engineer on May 17, the subcontractor delayed visiting the job site until June 4.

The Contractor agreed to a 30-day extension for relocating the water line in Supplemental Agreement #1. Presumably that needed to include time for review of submittals, ordering of materials, and performing the work. We are not certain how long submittal review took, but it appears to have been reasonable because Dozer claims it was presented with the executed Supplemental Agreement #1 on May 10 and the submittals were approved May 17. We presume this time is reasonable since Dozer does not claim that it was slowed by submittal review.

The next period of time to consider is the eighteen days between approval of the submittals and the visit to the site. If the completion time was 30 days, more than half of the 30 days being expended awaiting delivery of materials seems unreasonable. Combined with the seven days for submittal review, 25 days of the 30-day extension was expended without any work being performed by the subcontractor.

The next period of time is from June 4 until the contractor actually began work on June 20, which is 16 days. You have attributed that this delay on an inability to contact the City to cut off the water and issues the City encountered in cutting off the water. Based on the statements you made to the Project Engineer, there was some delay in reaching out time about these issues. It appears the City took approximately one week attempting to disconnect the water before advising Delta Construction, the responsible subcontractor, that the City's efforts were unsuccessful. The City also acknowledges there may have been some difficulty initially coordinating the work with City because of its limited available staff and the number of water line leaks being addressed by its crews. However, Dozer must bear some responsibility for a lack of diligence in following up with the Project Engineer. Consequently, the City is willing to grant 10 of the 16 days Dozer is requesting.

The next delay appears to have occurred between June 20 and June 26. The contractor worked on June 20, but did not return until Monday, June 25, completing the work the next day on June 26. Presumably, the work could have been completed in two days, but was delayed for 4 days.

Legal Counsel did note that Delta provided a letter stating that it experienced approximately three weeks of delay because of "waiting for the City of Jackson to determine where and how they would allow for the existing water main to be shut off in order to proceed with further construction." Though vague, the letter appears to be somewhat consist with the delays for which the City is willing to grant additional time.

We are not convinced of Dozer's October 29 letter relating to this delay. That letter states it is requesting an extension from May 10 through June 26, which encompasses the entire time from the alleged receipt of Supplement Agreement #1 until relocation was complete (47 days, not the 40 stated in the letter). Nowhere does this time account for the 30-day extension granted in Supplemental Agreement #1. Once the extension already allowed by Supplement Agreement #1 is subtracted from these 47 days, only 17 days could reasonably be requested.

After reviewing the relevant documents and based on the analysis set forth above, the City is willing to provide a total of 14 additional construction days, in addition to the 30 days that were provided in Supplemental Agreement #1. This is based on 3 days of delay caused by difficulties in reaching the relevant City personnel to schedule the water shutoff and attempts to perform the work and 11 days total of delay that appear to have been caused by problems with shutting off the water.

Relocation of the Reinforced Concrete Pipe Storm Sewer ("Storm Sewer")

The Project Inspector's Diary indicates that work on relocation of the Storm Sewer began August 8. On August 10, Dozer essentially had to start over because it improperly installed the gaskets between the segments of the Storm Sewer. On August 20, equipment issues prevented Dozer from making progress. It appears that work was complete on the relocation of the Storm Sewer on August 24. This constitutes 13 days expended relocating the Storm Sewer, though other work also appeared to have been proceeding at that time.

Dozer's September 4, 2018 letter states that discussions about relocating the Storm Sewer began around May 24. In this letter, Dozer claims it was given the go ahead to start with work on July 26. In the October 29 letter, Dozer claims the go ahead was given on July 20. The September 4 letter appears to be claiming a delay from May 24 to July 26 since it claims the Storm Sewer needed to be relocated before driving the production piles and backfilling.

The October 29 letter seems to take a different tack and claims a delay of 34 days. The basis for the 34-day delay is the time from July 20, the alleged go-ahead date until completion of the relocation on August 23. In fact, the Project Inspector's Diary indicates that work on relocation of Storm Sewer was delayed by Dozer between July 20 and August 8. It appears that work was complete on the relocation of the storm sewer on August 24. Based on Dozer's own logic, it would appear to be entitled to no more than 13 days for relocating the storm sewer line.

Based on this review and analysis, the City is offering 13 days.

L3 Communication Line

We are willing to extend the same offer of additional construction days as the Engineer, 30 days. In light of Dozer requested 33 days and the Engineer offered 30 days. The 30 days offered by the Engineer appears very reasonable. We would note that from September 8 through September 17, mechanical issues with the crane prevented further pile driving operations. From September 17 through September 26 necessary work continued at the work. Only after September 26 does it appear to us that construction was actually delay due to the necessity to relocate the L3 communications line. This work was completed on October 11. The actual construction delay attributable to relocating the communications appears to have been 15 days.

Stantec, the Project Engineer, and the City Engineer previously offered 40 days of additional construction time that reduced the days of liquidated damages to 66. Based on our review of the documents and our meeting with the Engineer and the City Engineer, Legal Counsel for the Department of Public Works believes an extension of an additional 19 days of construction for a total of 59 days is reasonable. This is based on 30 days for relocating the communication line, 13 days for relocating the Storm Sewer, 14 days for relocating the City water line, and 2 weather days as a result of Tropical Storm Gordon.

bcc: Brad Engel, P.E.

DOZER, LLC.
CONTRACTORS

P.O. BOX 2031 | NATCHEZ, MS 39121
601-442-1671 601-442-8738 FAX

October 29, 2018

Mr. Brad Engels
Senior Associate
Stantec Consulting Services
200 N. Congress Street, #600
Jackson, MS 39201

Sent Via Email: brad.engels@stantec.com

**RE: Delays and Application Time Extensions Due Dozer, LLC
Hinds – City of Jackson
ER-7254-00(005)LPA/107358-701000
City of Jackson Project No. 17B4500.0701
West Street Bridge Rehabilitation Project
City of Jackson Project No. 17B4500.701**

Dear Brad:

Thank you for your email dated October 23, 2018 in which Stantec and the Owner acknowledge that Dozer, LLC has been delayed and is entitled to additional time on the above referenced Project. While we certainly appreciate Stantec and the Owner's acknowledgment, Dozer cannot agree with the proposed time extensions included in your email. Instead, to date, Dozer has been delayed a total of 107 calendar days and is entitled to a time extension for such delays. These delays were clearly caused by "other governmental authorities" as referenced in Section 108.06.2.1 of the Specifications.

The first delay relates to the relocation of the waterline on the Project. Your email offers seven (7) days for this delay. However, the delay was much longer than seven days. Supplemental Agreement No. 1 was executed on May 10, 2018, even though Dozer had signed the agreement on April 6, 2018. Dozer's submittal related to the waterline relocation was approved on May 17, 2018. Thereafter, Dozer and its subcontractor requested the City to "turn-off" the water so that the relocation could proceed. However, the water was not actually "turned-off" until June 26, 2018. Based on this delay, Dozer is entitled to an extension of forty (40) days (from 5-10-18 to 6-26-18) related to the relocation of the waterline.

The second delay relates to the Owner's request for Dozer to relocate certain RCP and install junction boxes to redirect and improve the drainage under the bridge. Dozer was directed to proceed with this work on or about July 20, 2018

Mr. Brad Engels
Stantec Consulting Services
October 29, 2018
Page Two

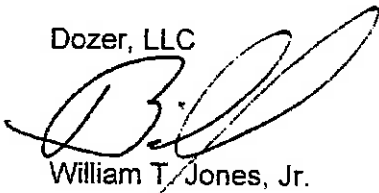
and completed the work on or about August 23, 2018, resulting in additional time of thirty-four (34) days. This was additional work added to Dozer's responsibility which clearly entitles Dozer to additional time. Your email offers only three (3) days for this additional work. It clearly took longer than this to do the required work.

The final delay, which ran simultaneous with the first two delays, relates to the relocation of the utilities. The Contract documents clearly instructed Dozer and all other bidders that there would be no utility conflicts on the Project with the exception of the waterline referenced above that the City of Jackson was to relocate. See Utility Status Report and Inter-Departmental Memorandum dated June 23, 2017. Your email offers thirty (30) days for this delay. Starting from the completion of the two delays listed above, Dozer calculates an additional delay of thirty-three (33) days (from 9-8-18 to 10-11-18) related to the utility relocation as compared to the 30 days offered. While Dozer and the Owner will surely be able to resolve the difference of three days, it must be noted that the utility delays also ran simultaneous with the two delays defined above. Therefore, if the Owner does not increase the time granted for such delays, additional time will have to be added for the utility delays.

In total, Dozer is entitled to a 107 day time extension to date for the delays mentioned above. This would take the current completion date to December 13, 2018. Contrary to your email related to extending the Project into the winter months ("a period of seasonal or temperature limitations"), Dozer may also be entitled to additional days depending on the weather going forward. See Section 108.06.2.1 of the Specifications. As a result, Dozer reserves its rights to additional time extensions pursuant to the Specifications.

Should you have any questions regarding the above, please do not hesitate to give me a call. Otherwise, Dozer would welcome the opportunity to meet with the necessary personnel to discuss the time extensions due for the Project.

Dozer, LLC



William T. Jones, Jr.

Cc: Mr. David Brown (David.Brown4@stantec.com)
Mr. Charles Williams (cwilliams@city.jaclson.ms.us)
Mr. Jeff Altman (JAltman@mdot.ms.gov)
Mr. Michael Hogan (mhogan@mdot.ms.gov)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

TRINA COBB, PEGGY L. JACKSON, BRODY ERIC BUCKLEY, ANGELA BULLIE, JERRY G. VEAZEY, JR.,
JIM A. ARMSTRONG, JERRY EUGENE HORNER, JR., JASON J. YOUNG, STEPHEN WESLEY PRICE, JR. AND AMANDA JEAN CHARFAUROS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of January, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of May, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**ORDER AUTHORIZING FINAL PAYMENT TO UTILITY
CONSTRUCTORS, INC., FOR THE WOODDELL DRIVE
WATERLINE REPLACEMENT PROJECT, CITY PROJECT
NUMBER 15B0103.601 (WARD 6)**

OFFICE OF THE CITY ATTORNEY
7/9/19
6/27/19
7/9/19
7/9/19

WHEREAS, on June 19, 2018 the City of Jackson accepted Utility Constructors, Inc.'s bid of \$1,320,445.00 for the Wooddell Drive Waterline Replacement Project, City Project Number 15B0103.601; and

WHEREAS, the contract work involved waterline replacement, and asphalt resurfacing on Wooddell Drive within the City of Jackson corporate limits; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$51,886.76 to Utility Constructor, Inc.; and

WHEREAS, the bonding company SureTec Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

IT IS, THEREFORE ORDERED that the City make final payment in the amount of \$51,886.76 and release all securities held to Utility Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Wooddell Drive Waterline Replacement Project, City Project No.15B0103.601.

ITEM# _____
AGENDA DATE: #35
7-9-19
BY: WILLIAMS, MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
June 25, 2019

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER AUTHORIZING FINAL PAYMENT TO UTILITY CONSTRUCTORS, INC., FOR THE WOODDELL DRIVE WATERLINE REPLACEMENT PROJECT, CITY PROJECT NUMBER 15B0103.601 (WARD 6)	
2.	Public Policy Initiative 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 6 and 7	
3.	Who will be affected	Residents in Ward 6	
4.	Benefits	Waterline Infrastructure	
5.	Schedule (beginning date)	Project Completed	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wooddell Drive	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	Final Contract Cost: \$1,320,430.13	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 173-451355B01036016485	
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 _____	

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



Date: June 25, 2019

Agenda Item: Wooddell Drive Waterline Replacement Project
Council Meeting: Regular Council Meeting, July 9, 2019

Background:

Attached, you will find an agenda item requesting final payment to Utility Constructors, Inc, for the Wooddell Drive Waterline Replacement Project. The waterline replacement project improved the capacity and pressure thus reducing failures in the water distribution system. The new waterline will improve pressure, and reliability to the Wooddell Drive area. Utility Constructors, Inc, has completed the construction, and is requesting final payment in the amount of \$51,886.76.

It is the recommendation of this office that Utility Constructors, Inc., is paid final payment in the amount of \$51,886.76. 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

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 FINAL PAYMENT TO UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE WATERLINE REPLACEMENT PROJECT, CITY PROJECT NUMBER 15B0103.601 (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE WATERLINE REPLACEMENT PROJECT, CITY PROJECT NUMBER 15B0103.601.

WHEREAS, on May 8, 2018, the City of Jackson received three sealed bids for the Wooddell Drive Waterline Replacement Project, City Project No.15B0103.601; and

WHEREAS, the bid received from Utility Constructors, Inc., in the amount of \$1,320,445.00 was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Utility Constructors, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$1,320,445.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

ATTEST:

Kristi Moore
City Clerk

I, Kristi Moore, the duly appointed qualified City Clerk and lawful custodian of records of the Council and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Regular Council Meeting on June 19, 2018 and recorded in Minute Book "6N".

WITNESS my signature and official seal of office, this the 20th day of June, 2018.

SEAL



Kristi Moore, City Clerk

OFFICE OF THE CITY ATTORNEY
6-18-2018
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE CITY OF JACKSON ADA PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250(00)046 LPA/103924, CITY PROJECT NUMBER 31500-905, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

WHEREAS, on September 3, 2018, the City of Jackson entered into a construction engineering and inspection services contract with Stantec for a federally-funded sidewalk repair project to correct past ADA complaints from the Federal Highway Administration; and

WHEREAS, the contractor, Pavecon, has used all of the contract time and is in liquidated damages, but has committed to completing the project; and

WHEREAS, the extended length of the construction project over the contract time will cause Stantec to incur CE&I costs beyond what was anticipated; and

WHEREAS, Stantec has provided an estimated fee of \$36,816.51 for additional construction engineering and inspection services work to be paid from liquidated damages that have been deducted from Pavecon's monthly invoices.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute supplemental agreement #1 to the construction engineering and inspection contract with Stantec Consultant Services, Inc. for an amount not to exceed \$36,816.51.

ITEM # _____ #36
AGENDA DATE: _____ 7-9-19

BY MILLER, WILLIAMS, R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2019
DATE

P O I N T S		C O M M E N T S								
1.	Brief Description	Order authorizing the Mayor to execute SA#1 to the CE&I agreement with Stantec for the City of Jackson ADA Project								
2.	Public Policy Initiative 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 6. Infrastructure and Transportation 7. Quality of Life								
3.	Who will be affected	Pedestrians on sidewalks on selected streets								
4.	Benefits	Provides additional CE&I work for ADA improvements on streets identified in a FHWA complaint								
5.	Schedule (beginning date)	Upon concurrence of MDOT								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	1. Claiborne Avenue from St Charles Street to Macy Avenue (Ward 5) 2. Ridgewood Road from Sheffield Drive to Parham Bridges Park (Ward 1) 3. Jefferson Street from High Street to Carlisle Street (Ward 7)								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division								
8.	COST	\$36,816.51								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	FHWA Earmark (100%) <u>216 44890 31500901 6413</u>								
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	_____

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller
Director

Date: June 18, 2019

Subject: Agenda Item for City Council Meeting

A handwritten signature in blue ink that reads "Robert K. Miller".

Attached you will find an agenda item to authorize the Mayor to execute Supplemental Agreement #1 to the construction engineering and inspection services contract with Stantec for the City of Jackson ADA Project. This project is designed to resolve two ADA complaints filed with the Federal Highway Administration and a third similar issue not subject to a FHWA complaint:

- **Ridgewood Road from Sheffield Drive to Parham Bridges Park**
This complaint is tied to a construction project in 2014-15 where the contractor built sidewalks that did not meet ADA standards and in some cases made non-complaint issues worse.
- **Jefferson Street from High Street to Carlisle Street**
This project is tied to a city resurfacing project where City crews milled and overlaid Jefferson Street (excluding the area repaved as part of the Fortification project) but did not take steps to remove ADA accessibility barriers such as non-compliant or lack of ramps, concrete panels out of place, deteriorated asphalt sidewalk patches, and missing sections of sidewalk.
- Based on the Jefferson Street item above, we requested and received approval from FHWA to add Claiborne Avenue from St Charles Street to Macy Avenue to the project. The City resurfaced this street with in-house crews, but did not address accessibility barriers similar to Jefferson Street above.

The remaining location that was a part of the FHWA complaint, State Street at Meadowbrook Road, will be resolved as part of the State Street TIGER project. FHWA has asked the City to utilize an unspent expiring earmark to fund this work. The earmark requires no match.

The low bidder, Pavecon, has made slow progress in constructing the project. They have committed to completing the project during multiple meetings concerning the slow pace of work. As a result of exceeding the contract time, liquidated damages are being withheld from their monthly invoices. Stantec's CE&I costs were based on the contract time that has been exceeded and is now nearly depleted. Based on Pavecon's work progress and work remaining, Stantec has provided a proposed cost of \$36,816.51 for federally-required CE&I services. There is sufficient federal funds and liquidated damages to cover this additional cost.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
6/19/19

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE CITY OF JACKSON ADA PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250(00)046 LPA/103924, CITY PROJECT NUMBER 31500-905, SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

6/19/19

DATE

ORDER AUTHORIZING PERMANENT EASEMENTS FROM THE CITY OF JACKSON TO ENTERGY MISSISSIPPI, INC. FOR ELECTRIC POWER AND COMMUNICATIONS FACILITIES RUNNING UPON GROVE PARK (WARD 4).

OFFICE OF THE CITY ATTORNEY
7-9-19
122

WHEREAS, Entergy Mississippi, Inc., (hereinafter "Entergy") is a public utility doing business in the City of Jackson to provide electric power to residents of Jackson and other areas throughout the State of Mississippi; and

WHEREAS, Entergy wishes to install additional electric power and communication facilities, including, but not limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances improve its electric power and communications grid within the City of Jackson; and

WHEREAS, the City of Jackson currently owns Grove Park where Entergy wishes to install additional electric power and communications facilities; and

WHEREAS, Entergy desires easements from the City of Jackson over and across a portion of Grove Park, and will pay a cost of \$1000.00, plus other good and valuable consideration, to acquire the permanent easement; and

WHEREAS, it is in the best interest of the City of Jackson to grant Entergy Mississippi, Inc. permanent easements over a portion of Grove Park for the electric power and communication facilities.

IT IS, THEREFORE, ORDERED that the City of Jackson conveys to Entergy Mississippi, Inc. a permanent easement 30 feet in width running approximately 280 feet and a permanent easement for underground utilities 10 feet in width running approximately 80 feet for electric power and communication facilities over, across, under, or on property owned by the City of Jackson described as tax parcel 417-5 lying and being situated in the East half of the Northwest quarter and Northwest quarter of the Northwest quarter of Section 21, Township North, Range 1 East, Hinds County, Mississippi as described in the attached Right-of-Way Instrument for \$1000.00 and other good and valuable consideration.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a Right-of-Way Instrument with Entergy Mississippi, Inc. for the purpose of conveying the permanent easements described above.

Item #37
Date: 7-9-19
By: Howard, Lumumba



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Timothy Howard, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING PERMANENT EASEMENTS FROM THE CITY OF JACKSON TO ENTERGY MISSISSIPPI, INC. FOR ELECTRIC POWER AND COMMUNICATIONS FACILITIES RUNNING UPON GROVE PARK (WARD 4).**

Council Meeting: Regular Council Meeting, July 9, 2019

Purpose: To grant an easement to Entergy Mississippi, Inc. for installation of electric power and communications facilities

Cost: N/A

Funding Source: N/A

Background:

Entergy Mississippi, Inc. is performing further work to improve its electric power and communications grid within the City of Jackson. The improvements are located along the edge of Grove Park adjacent to one of the baseball diamonds. Ison Harris, Director of Parks and Recreation has met with the right-of-way acquisition agent for Entergy at the site and has confirmed that the installation of the electric power facilities is not expected to interfere with the use of the property. Entergy has agreed to pay \$1000.00 for the easement, which is a nominal, but fair, price.

Please let me know if you need any additional information or have any questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 1, 2019
DATE

POINTS		COMMENTS																																													
1.	Brief Description	ORDER AUTHORIZING PERMANENT EASEMENTS FROM THE CITY OF JACKSON TO ENTERGY MISSISSIPPI, INC. FOR ELECTRIC POWER AND COMMUNICATIONS FACILITIES RUNNING UPON GROVE PARK (WARD 4).																																													
2.	Purpose	The easement will allow Entergy Mississippi, Inc. to upgrade its electrical and communications grid in the areas around Grove Park																																													
3.	Who will be affected	The City, Entergy, and customers of Entergy																																													
4.	Benefits	Improved electric service to residents of Jackson																																													
5.	Schedule (beginning date)	Upon approval by City Council, an easement will be executed by the Mayor and Entergy will begin the project																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 4																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Entergy																																													
8.	COST	\$0; City will receive \$1000.00 for the easements																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">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%;">_____</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	_____																																							


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
APR 11 2019

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PERMANENT EASEMENTS FROM THE CITY OF JACKSON TO ENTERGY MISSISSIPPI, INC. FOR ELECTRIC POWER AND COMMUNICATIONS FACILITIES RUNNING UPON GROVE PARK (WARD 4) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 

DATE

DO NOT WRITE ABOVE THIS LINE

GRANTEE, PREPARED BY AND RETURN TO:

Entergy Mississippi, LLC.
905 Highway 80 East
Clinton, MS 39056
Name: Kelly Hammons
Phone: 601-925-6511

GRANTOR:

Name: The City of Jackson
Address: P.O. Box 17
Jackson, MS 39025
Phone: 601-960-1040

STATE OF MISSISSIPPI

Indexing Instructions: E 1/2 of NW 1/4 & NW 1/4 of NW 1/4 of Section 21,
Township 6 North, Range 1 East, Hinds County,
Mississippi

COUNTY OF HINDS

Line/Project Identification: Proj. No. C6DB381695
WR No. _____

RIGHT-OF-WAY INSTRUMENT
ENERGY MISSISSIPPI, LLC.

KNOW ALL MEN BY THESE PRESENTS THAT: The City of Jackson, Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, LLC., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 30' & 10' in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of Hinds State of Mississippi described as follows, to-wit:

A certain parcel of land lying and being situated in E 1/2 of NW 1/4 and NW 1/4 of NW 1/4 of Section 21, Township 6 North, Range 1 East, Hinds County, Mississippi, as shown on Exhibit "A & B" attached hereto and made a part hereof. Any lowering, relocating, or adjusting of facilities made necessary by actions of the Grantor or subsequent purchasers will be at the expense of such Grantor or subsequent purchasers

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

Proj. No. C6DB381695

WR No. _____

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ___ day of _____, 20__.

GRANTOR:
The City of Jackson

(signature)

Chokwe Antar Lumumba
(print name)

Mayor
(title)

GOVERNMENT ACKNOWLEDGMENT

STATE OF _____

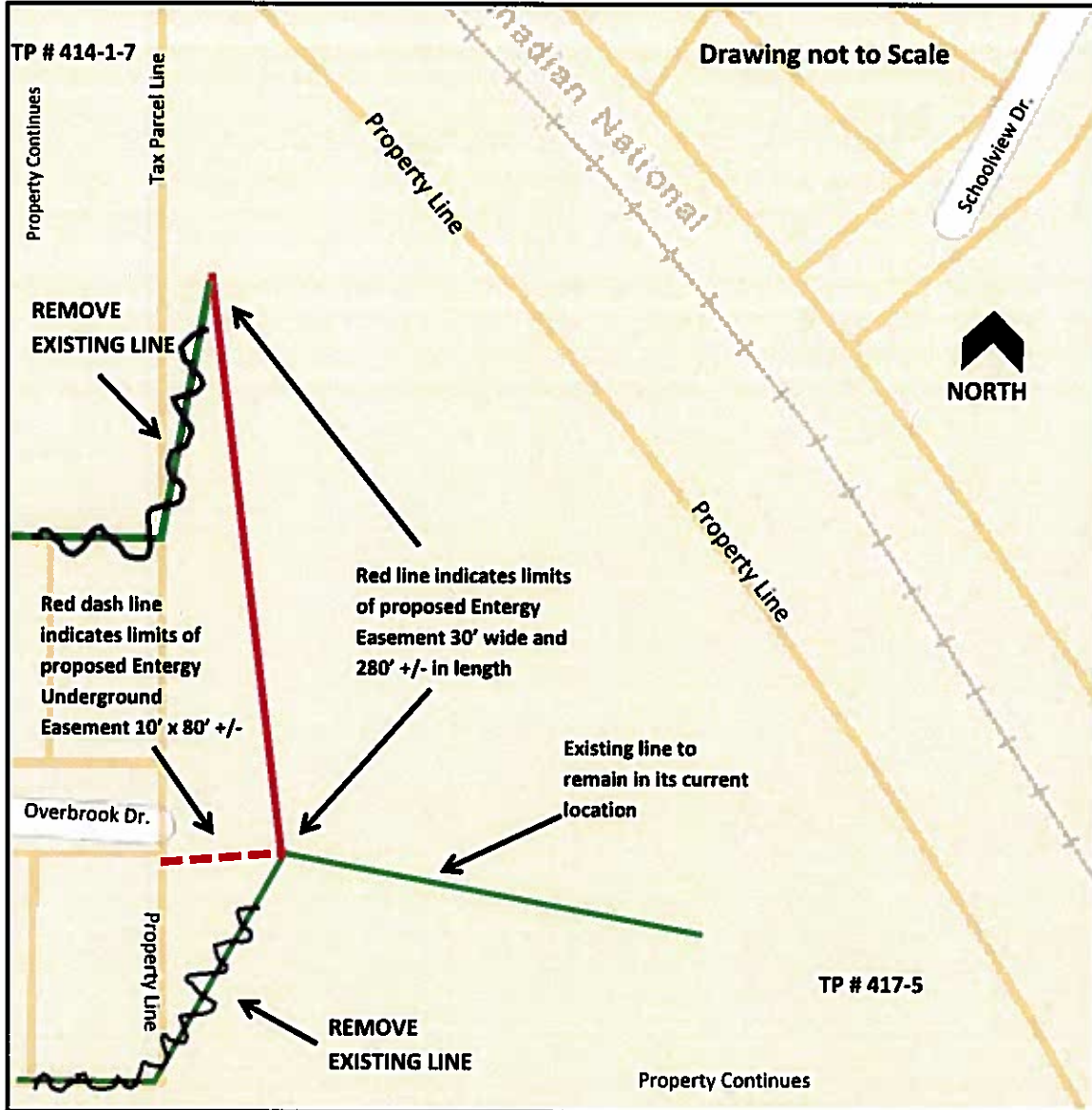
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named Chokwe Antar Lumumba, who acknowledged that (he) (she) is Mayor of The City of Jackson, and that for and on behalf of the said The City of Jackson, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Commission expires: _____

NOTARY PUBLIC

EXHIBIT "A"





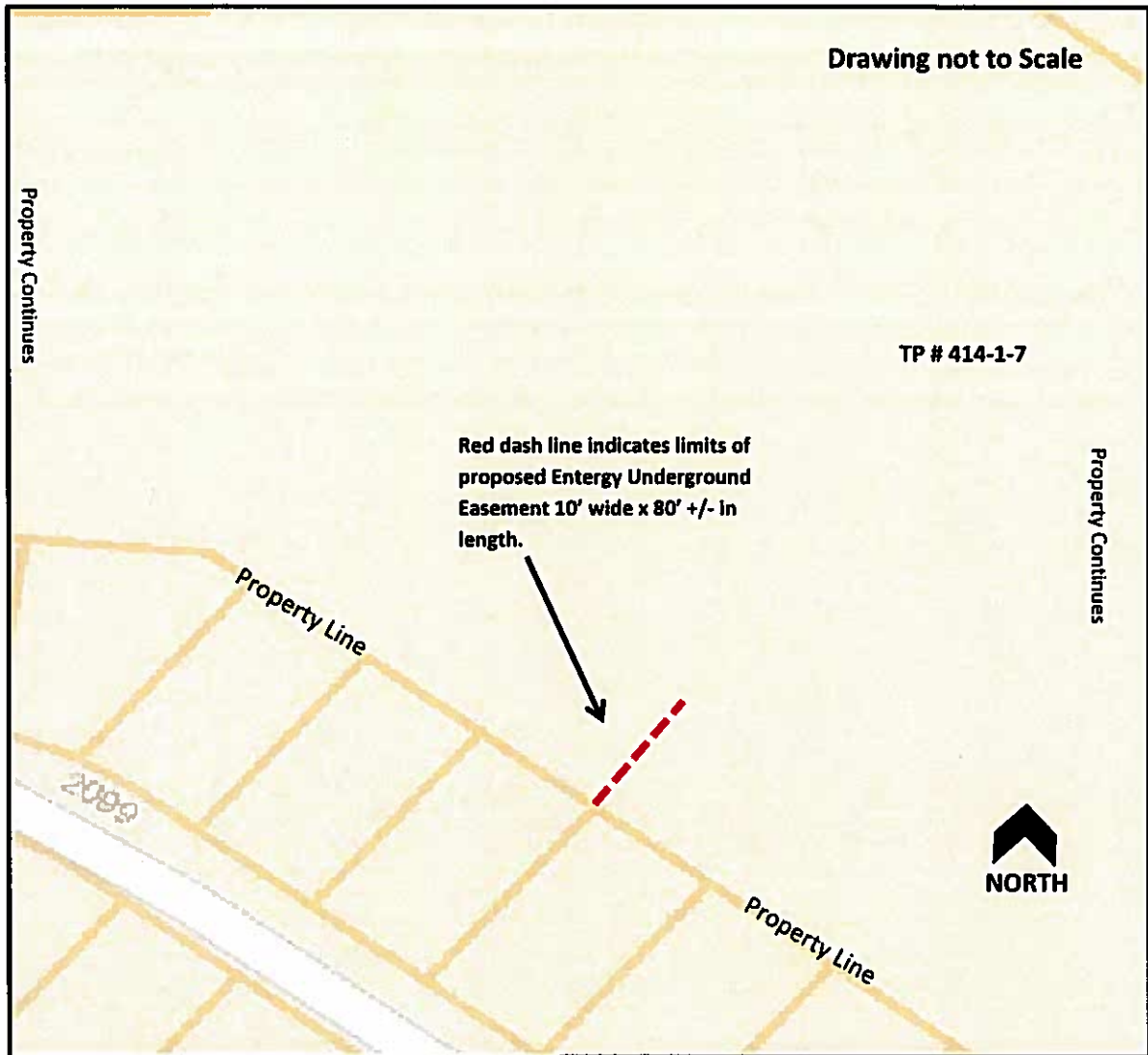

<p>Entergy Mississippi, LLC. Exhibit "A" The City of Jackson Tax Parcel ID # 417-5 E ½ of NW ¼ of Section 21, Township 6 North, Range 1 East, Hinds County, MS</p>	<p> Red line indicates limits of proposed Entergy overhead easement area.</p> <p> Red dash line indicates limits of proposed Entergy underground easement area.</p>
---	---

EXHIBIT "B"



Entergy Mississippi, LLC.
Exhibit "A"
The City of Jackson
Tax Parcel ID # 414-1-7
NW ¼ of NW ¼ of Section 21, Township 6
North, Range 1 East, Hinds County, MS

 Red dash line indicates limits of proposed Entergy underground easement area.

OFFICE OF THE CITY ATTORNEY
JUL 16 2019

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2019-13 (WARDS 1, 3, 4, 5, 6, & 7).

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to the following streets in the City of Jackson with in the project amounts indicated:

1. Northtown Drive in an amount not to exceed \$75,000.00 (Ward 1)
2. Tougaloo Street in an amount not to exceed \$22,000.00 (Ward 7)
3. West Mayes Street—Bailey Bridge to North West Street, in an amount not to exceed \$50,000.00 (Wards 3 and 7)
4. Buddy Butts Park (resurfacing entrance) in an amount not to exceed \$100,000.00 (Ward 4)
5. First Avenue—from West of Eastview to Claiborne, in an amount not to exceed \$87,200.00 (Ward 5)
6. Monaco Street—Wingfield Drive to Dorgan Street, in an amount not to exceed \$66,500.00 (Ward 6)
7. Wingfield Court in an amount not to exceed \$3,600.00 (Ward 6); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

WHEREAS, the Department of Public Works has review the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to the following streets in the City of Jackson within the project amounts indicated:

1. Northtown Drive in an amount not to exceed \$75,000.00
2. Tougaloo Street in an amount not to exceed \$22,000.00
3. West Mayes Street—Bailey Bridge to North West Street, in an amount not to exceed \$50,000.00
4. Buddy Butts Park (resurfacing entrance) in an amount not to exceed \$100,000.00
5. First Avenue—from West of Eastview to Claiborne, in an amount not to exceed \$87,200.00
6. Monaco Street—Wingfield Drive to Dorgan Street, in an amount not to exceed \$66,500.00
7. Wingfield Court in an amount not to exceed \$3,600.00.

ITEM#: #38
AGENDA: 7-9-19
BY: HOWARD, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 1, 2019
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2019-13 (WARDS 1, 4, 5, 6, & 7).
2.	Public Policy Initiative 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 Live
3.	Who will be affected	Motorists using the streets being improved
4.	Benefits	Provides a better driving surface for motorists using the streets.
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	<ul style="list-style-type: none"> • Wards 1, 4, 5, 6, & 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors
8.	COST	<ul style="list-style-type: none"> • N/A
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	<ul style="list-style-type: none"> • N/A
10.	EBO participation	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 ___



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Timothy Howard, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2019-13 (WARDS 1, 3, 4, 5, 6, & 7).**

Item #:

Council Meeting: Regular Council Meeting, July 9, 2019

Purpose: To Authorize Hinds County to pave Northtown Drive, Tougaloo Street, W. Mayes Street, First Avenue, Monaco Street, Wingfield Court, Buddy Butts Park entrance

Cost:

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave 7 streets in the City of Jackson. In Ward 1, Northtown Drive will be paved. In Ward 3, West Mayes Street, Bailey Bridge to North West Street will be paved. In Ward 4, the entrance to Buddy Butts Park will be paved. In Ward 5, First Avenue from West of Eastview to Claiborne will be paved. In Ward 6, Monaco Street from Wingfield Drive to Dorgan Street and Wingfield Court will be paved. In Ward 7, Tougaloo Street and West Mayes Street, Bailey Bridge to North West Street will be paved.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these roads following the completion of the project.

Please let me know if you have any questions.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
JAN 22 2019

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2019-13 (WARDS 1, 4, 5, 6, & 7)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

DATE

**ORDER AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE
GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY**

WHEREAS, the Office of the City Attorney is in the process of hiring a consultant to assist with various complex litigation matters; and

WHEREAS, the Fiscal Year 2018-2019 City of Jackson Office of the City Attorney Budget needs to be amended to provide necessary funds for said consultant; and

IT IS, THEREFORE, ORDERED that the Fiscal Year 2018-2019 Budget be revised in the amount of \$30,000.00

To/From	Fund/Account Number	Amount
To:	001-407.00-6419	\$30,000.00
From:	001-407.20-6111	(\$26,360.00)
To:	001-407.00-6419	\$26,360.00
From:	001-407.90-6138	(\$3,640.00)
To:	001-407.00-6419	\$3,640.00

Item #39
Date: 7-9-19
By: Howard, Lumumba

MEMORANDUM



Office of the City Attorney
(601) 960-1799

TO: Chokwe Lumumba, Mayor

FROM: Tim Howard, City Attorney

DATE: July 2, 2019

**RE: AMENDING THE FISCAL YEAR 2018-2019 BUDGET –
OFFICE OF THE CITY ATTORNEY**

The Office of the City Attorney is in the process of hiring a consultant to assist with various complex litigation matters for the Fiscal Year 2018-2019 and the budget needs to be amended to provide necessary funds for said consultant in the amount of \$30,000.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/2/2019

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY
2.	Public Policy Initiative Health & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	
	Who will be affected	Office of the City Attorney
	Benefits	
	Effective date (beginning date)	Upon City Council approval.
	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	OFFICE OF THE CITY ATTORNEY
<input type="checkbox"/>	Action implemented by:	
<input type="checkbox"/>	City Department	
7.	Consultant	City Legal Department
8.	COST	\$30,000.00
<input type="checkbox"/>	Source of Funding	
<input type="checkbox"/>	General Fund	
<input type="checkbox"/>	Grant	
<input type="checkbox"/>	Bond	
9.	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 ___

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 AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE GENERAL GOVERNMENT – OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.

/s/ Timothy Howard, City Attorney

July 2, 2019

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS

WHEREAS, the Office of the City Attorney is preparing to move forward with several civil litigation matters; and

WHEREAS, the Office of the City Attorney desires to engage with Attorney Samuel L. Begley, who is willing to act as independent counsel to the Office of the City Attorney; and

WHEREAS, Samuel L. Begley, Esquire, of the Begley Law Firm, PLLC, possesses the requisite legal expertise, experience, and knowledge to assist the Office of the City Attorney with complicated civil litigation matters; and

WHEREAS, Samuel L. Begley, Esquire, of the Begley Law Firm, PLLC, is willing to perform work to include the following scope of engagement:

- to serve as counsel to assist the City in litigating three (3) civil litigation matters that involve either multiple parties or large amounts of money, or lengthy trials, or complex civil legal issues, or any combination thereof, as determined by the City Attorney;
- to review said complex cases to determine the key issues and best litigation strategy and course to take; and
- to assess other options and evaluate whether a settlement, mediation, or some other avenue is best for the City; and

WHEREAS, Samuel L. Begley will perform services for the City at a fee not to exceed Thirty Thousand Dollars (\$30,000) and expenses not to exceed Three Thousand Dollars (\$3,000) for a period beginning July 9, 2019 and lasting six calendar months; and

WHEREAS, Samuel L. Begley will provide the City with monthly invoices and itemized statements of work performed.

IT IS, THEREFORE, ORDERED that the Mayor of the City of Jackson, Mississippi, is authorized to execute an engagement letter to retain the independent legal counsel of the Begley Law Firm, PLLC, specifically Samuel L. Begley, Esquire, to provide legal services to assist the city in litigating three (3) civil litigation matters that involve either multiple parties or large amounts of money, or lengthy trials, or complex civil legal issues, or any combination thereof, as determined by the City Attorney; to review said complex cases to determine the key issues and best litigation strategy and course to take; and to assess other options and evaluate whether a settlement, mediation or some other avenue is best for the City, for a period beginning July 9, 2019 and lasting six calendar months, at a fee not to exceed Thirty Thousand Dollars (\$30,000) and expenses not to exceed Three Thousand Dollars (\$3,000).

(LUMUMBA, HOWARD)

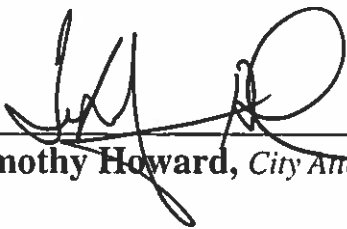
Item #40
Date: 7-9-19

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 ENGAGEMENT AGREEMENT WITH SAMUEL L. BEGLEY OF THE BEGLEY LAW FIRM, PLLC ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN SAMUEL L. BEGLEY AS SPECIAL COUNSEL TO THE OFFICE OF THE CITY ATTORNEY FOR CERTAIN CIVIL LITIGATION MATTERS is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Date 7/2/19