



**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
April 10, 2018
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR REGINALD BUCKLEY OF CADE CHAPEL MISSIONARY BAPTIST 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 HEARING HELD JUNE 13, 2017 FOR THE FOLLOWING CASES:**

2017-1275	2017-1279	2017-1327	2017-1346	2017-1351
2017-1376	2017-1394	2017-1396	2017-1400	2017-1403
2017-1408	2017-1423	2017-1431	2017-1434	2017-1435
4. **ORDER ACCEPTING PAYMENT OF \$5,141.66 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (MICHAEL BARRANCO) AS A PROPERTY DAMAGE SETTLEMENT. (GIPSON, LUMUMBA)**
5. **ORDER ACCEPTING PAYMENT OF \$1,050.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED (DEAN FAIRLEY) AS A PROPERTY DAMAGE SETTLEMENT. (GIPSON, LUMUMBA)**

6. **ORDER ACCEPTING PAYMENT OF \$189.43 FROM TWO MEN AND A TRUCK/JACKSON, MS AS A PROPERTY DAMAGE SETTLEMENT. (GIPSON, LUMUMBA)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

7. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO REQUIRE THE MONTHLY REPORT OF FINANCIAL PERFORMANCE SHOWING EXPENDITURES AND LIABILITIES IN ACCORDANCE TO MISSISSIPPI CODE 21-35-13. (BANKS)**

REGULAR AGENDA

8. **CLAIMS (HATCHER, LUMUMBA)**
9. **PAYROLL (HATCHER, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CENTRAL AUCTION HOUSE D/B/A CENTRAL BIDDING FOR THE CITY OF JACKSON'S REVERSE AUCTION SERVICES. (HATCHER, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2018 AND ENDING JULY 14, 2019. (HATCHER, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO RESCIND AN ORDER TO EXECUTE A MAINTENANCE AGREEMENT WITH EDKO, LLC., FOR VEGETATION ABATEMENT SERVICES ON CITY OF JACKSON TOWER SITES. (HATCHER, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH EDKO, LLC., FOR VEGETATION ABATEMENT SERVICES ON CITY OF JACKSON TOWER SITES. (HATCHER, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOB BRADY LITTLE LEAGUE #10 D/B/A PRECIOUS TYMES FOUNDATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT LEAVELL WOODS PARK. (WARD 6) (HARRIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON MAY 05, 2018. (MOORE, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 NATIONAL SEXUAL ASSAULT KIT INITIATIVE (SAKI) FUNDING ANNOUNCEMENT ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE**

AMOUNT OF \$3,000,000.00. (MOORE, LUMUMBA)

17. **ORDER AUTHORIZING THE MAYOR'S SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF THE GRANT FOR THE 2018 BULLET PROOF VEST FUNDING PROGRAM ADMINSTRATED BY UNITED STATES DEPARTMENT OF JUSTICE. (MOORE, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH DIGITEC FOR A CANON IMAGE RUNNER ADVANCE C3525I COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON AND INTERNAL AFFAIRS DIVISION. (OWENS, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON MEDICAL MALL COMMUNITY DEVELOPMENT CORPORATION FOR THE OPERATION OF THE CITY OF JACKSON'S SENIOR TRANSPORTATION PROGRAM AND TO PROVIDE A MATCHING GRANT OF \$200,000.00 TO HELP FUND THE PROGRAM. (All Wards) (KIDD, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2018-2019 FISCAL YEAR. (ALL WARDS) (KIDD, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH SMG FOR USE OF FACILITIES IN THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FEES FOR THE HOSTING OF THE SENIOR HEALTH AND WELLNESS FAIR. (ALL WARDS) (KIDD, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AARP (ORIGINALLY NAMED THE AMERICAN ASSOCIATION OF RETIRED PERSONS) MEMBERSHIP TO JOIN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES AND THE WORLD HEALTH ORGANIZATION (WHO) GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES. (ALL WARDS) (KUMAR, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR THE PUBLIC ART CHALLENGE GRANT UNDER BLOOMBERG PHILANTHROPIES' ARTS PROGRAM. (ALL WARDS) (KUMAR, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH AJA MANAGEMENT & TECHNICAL SERVICES, INC. FOR THE CITY OF JACKSON TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250(00)046 LPA/103924, CITY PROJECT NUMBER 31500. (MILLER, LUMUMBA)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250-00(046)/103924, CITY PROJECT NUMBER 31500. (MILLER, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 TECHNOLOGY INNOVATION FOR PUBLIC SAFETY (TIPS) FUNDING ANNOUNCEMENT ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$500,000.00. (MOORE, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C458 DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS. (MILLER, LUMUMBA)**
28. **ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS WATER PROJECTS. (ALL WARDS) (MILLER, LUMUMBA)**
29. **ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS SEWER PROJECTS. (ALL WARDS) (MILLER, LUMUMBA)**
30. **ORDER ACCEPTING THE BID OF DEVINEY EQUIPMENT, INC. FOR TWO (2) CRAWLER-MOUNTED COMPACT HYDRAULIC EXCAVATORS FOR \$217, 580.00 (BID NO. 06509-011618). (ALL WARDS) (MILLER, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO APPLY FOR WATER POLLUTION CONTROL REVOLVING FUND LOANS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VARIOUS EMERGENCY SEWER REPAIR PROJECTS AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR SUCH LOANS. (ALL WARDS) (MILLER, LUMUMBA)**
32. **ORDER CLARIFYING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH MIDDLE SOUTH COMPUTER FOR AN HP DESIGNJET T2530 MULTIFUNCTION PRINTER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS. (MILLER, LUMUMBA)**
33. **RESOLUTION ACKNOWLEDGING RECEIPT OF THE JACKSON-FAIRGROUNDS LEVEE SYSTEM RISK ASSESSMENT OF THE U.S. ARMY CORPS OF ENGINEERS. (MILLER, LUMUMBA)**
34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE PURPOSE OF HOLDING A CRIME AND JUSTICE SUMMIT. (LUMUMBA)**

35. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2018 BACK TO SCHOOL CELEBRATION. (LUMUMBA)
36. ORDER APPOINTING WILLIE OWENS, CHIEF OF THE JACKSON FIRE DEPARTMENT, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)
37. ORDER TO OVERRIDE THE APRIL 2, 2018 MAYOR'S VETO ON THE "ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2017-2018 BUDGET TO FUND A SALARY ADJUSTMENT OF DEPUTY CITY CLERK I (PT) POSITIONS" ON THE JANUARY 18, 2018 CITY COUNCIL MEETING MINUTES. (PRIESTER, TILLMAN)
38. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE SOUTHERN HORSEMEN ASSOCIATION HOSTING THE MISSISSIPPI ZYDECO JAMBOREE TRAIL RIDE AND RODEO. (BANKS)
39. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO COMMIT TO PREVENTING GUN VIOLENCE. BY SUPPORTING THE 1994 BAN ON ASSAULT WEAPONS, CRIMINAL BACKGROUND CHECKS MANDATED ON ALL GUN SALES, OPPOSE AND REPEAL THE OPEN CARRY LAW, AND MAKE GUN TRAFFICKING A FEDERAL CRIME. (BANKS)

DISCUSSION

40. DISCUSSION: SOUND THE ALARM: SAVE A LIFE (OWENS, LUMUMBA)
41. DISCUSSION: JACKSON-HINDS LIBRARY UPDATES (LINDSAY)
42. DISCUSSION: WATSON STREET (STOKES)
43. DISCUSSION: UPDATE: JACKSON ZOO REQUEST FOR PROPOSAL (STOKES)
44. DISCUSSION: CUSTOMER SERVICE AND SENSITIVITY TRAINING WITH 911 CALLS (BANKS)
45. DISCUSSION: SURVEILLANCE INVESTIGATIONS WITHIN JPD (BANKS)
46. DISCUSSION: RETRO METRO CASE (GIPSON, LUMUMBA)

PRESENTATION

PROCLAMATION

47. PROCLAMATION RECOGNIZING APRIL AS NATIONAL FAIR HOUSING MONTH (LUMUMBA)
48. PROCLAMATION RECOGNIZING APRIL AS NATIONAL 911 EDUCATION MONTH (LUMUMBA)

RESOLUTIONS

49. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MR. BRANDON MINER FOR RECEIVING NATIONAL RECOGNITION ON HIS ART. (BANKS)
50. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MR. GEORGE "DOG" NORMAN, AS AN OUTSTANDING CITIZEN, FOR HIS VIBRANT PROMOTION OF ENTERTAINMENT. (STOKES)

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ALL ITEMS IN COMMITTEE

FINANCE

1. Order of the City Council of Jackson, Mississippi authorizing an across the board pay raises for City employees for FY 2014-2015. (Cooper-Stokes) (07/01/14)
2. Ordinance establishing responsible banking and community reinvestment practices within the City of Jackson. (Stamps) (08/12/14)
3. Order of the City Council of Jackson, Mississippi authorizing the retention of professional services to assist with the budget preparation for FY2016. (Stokes) (08/25/15)
4. Order revising unrestricted general fund reserve policy. (Stokes) (06/14/16)
5. Order of the City Council of Jackson, Mississippi authorizing the placement of two million dollars from the fund balance of the City budget to be transferred to the City of Jackson Police Department's budget. (Stokes) (11/01/16)

ECONOMIC DEVELOPMENT

1. Discussion: Joint Economic strategies for the Metrocenter by the City of Jackson and Hinds County (Tillman) (11/10/14)
2. Discussion: Costco (Yarber) (06/02/15)
3. Discussion: The Landmark Building (Yarber) (06/02/15)
4. Discussion: Farish Street (Yarber) (06/02/15)
5. Ordinance of the City Council of Jackson, Mississippi establishing the Business Development Fund within the City of Jackson. (Hendrix) (10/08/15)
6. Discussion: Black on Black Crime (Stamps) (04/04/17)
7. Order authorizing the Mayor to accept the transfer of ownership of the Jackson Multimodal Transportation Facility, commonly known as Union Station, from the Jackson Redevelopment Authority to the city of Jackson. (Stokes) (07/18/17)

ALL ITEMS IN COMMITTEE

EDUCATION

1. Resolution of the City Council of Jackson, Mississippi in opposition to locating charter schools in public schools that are currently in operation. (Cooper-Stokes) (04/08/14)

LEGISLATIVE

1. Resolution urging the Department of Housing and Urban Development to enact safeguards against abuses in contracts for deeds. (Stamps) (11/21/17)
2. Resolution calling on the federal, state, and local religious freedom and civil rights. (Stamps) (11/21/17)
3. Resolution supporting the expansion of the earned income tax credit for working childless adults. (Stamps) (11/21/17)
4. Resolution of the City Council of Jackson, Mississippi requesting the Governor to call a Special Session of the Mississippi State Legislature to deal with increased funding and treatment for mental patients in the State of Mississippi. (Stokes) (03/07/18)

PLANNING

1. Ordinance amending re-enacting a City of Jackson Curfew Ordinance, Chapter 86, Article II, of the Code of Ordinances City of Jackson, Mississippi to establish a curfew applicable to juveniles to within the City of Jackson. (Stokes) (07/26/11)
2. Ordinance of the City Council of Jackson, Mississippi renaming Amite Street (from Gallatin Street to Robinson Street) to Dr. John M. Perkins Drive. (Stokes) (08/24/10)
3. Ordinance of the City Council of Jackson, Mississippi renaming of Cleary Street (from Dalton Street to the Dead End) to Rev. Dr. Emmett C. Burns, Jr. Drive. (Stokes) (09/06/11)
4. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Medgar Evers Blvd. (from Ridgeway Street to Martin Luther King, Jr. Drive) to Reverend Curtis W. Houston Drive. (Cooper-Stokes) (07/10/12)
5. Ordinance of the City Council of Jackson, Mississippi requiring sprinkler systems in buildings housing flammable materials. (Cooper-Stokes) (09/4/112)
6. Resolution of the City Council of Jackson, Mississippi encouraging the enhanced use of cell phone towers in the City. (Cooper-Stokes) (01/14/14)

ALL ITEMS IN COMMITTEE

7. Ordinance amending the 2008 amendment to the Capital City Smoke-Free Air Ordinance of 2003, codified as Chapter 86, Article VI, of the Code of Ordinances, City of Jackson, Mississippi. (Whitwell) (01/14/14)
8. Ordinance of the City Council of Jackson, Mississippi to rename two streets: Gun Street for Albert Barber, Jr. and Hume Street for Jason Murphy, two teenage African American males who were double homicide victims in the City of Jackson in July 2013. (Cooper-Stokes) (03/11/14)
9. Discussion Item: City Land Bank Operations (Stamps) (03/25/14)
10. Ordinance of the City Council of Jackson, Mississippi renaming Battlefield Park in honor of the late Jackson Mayor Chokwe Lumumba. (Cooper-Stokes) (08/14/14) & (11/18/14)
11. Ordinance of the City Council of Jackson, Mississippi regulating the operation of drones in the city limits and requiring the registration of drones. (Cooper-Stokes) (09/09/14)
12. Ordinance of the City Council of Jackson, Mississippi requiring no-touch temperature checks of passengers arriving at City-owned airports. (Cooper-Stokes) (10/30/14)
13. Ordinance of the City Council of Jackson, Mississippi requiring the closure of nuisance nightclubs. (Cooper-Stokes) (11/04/14)
14. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operation. (Cooper-Stokes) (11/04/14)
15. Discussion: Parking meters and parking in downtown Jackson (Priester) (02/24/15)
16. Ordinance of the City Council of Jackson, Mississippi renaming Gymnasium Drive (from Bullard Street to Dead end) to James Rice, Jr. Drive. (Stokes) (10/06/15)
17. Ordinance of the City Council of Jackson, Mississippi regulating public accommodations for restroom facilities. (Stokes) (11/03/15)
18. Ordinance of the City Council of Jackson, Mississippi renaming Flag Chapel Road (from Clinton Boulevard to Northside Drive) to President Barack Obama Drive. (Stamps) (01/12/16)
19. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Valley Street from Highway 80 to Raymond Rd. to Rev. Dr. R.L.T. Smith Drive. (Stokes) (02/09/16)
20. Ordinance of the City Council of Jackson, Mississippi regulating the annual water sampling of Municipal water for the detection of contaminants of lead or copper. (Hendrix, Stamps) (02/09/16)

ALL ITEMS IN COMMITTEE

21. Ordinance of the City of Jackson, Mississippi amending Chapter 126 of the Jackson Municipal Code of Ordinances to modernize the regulation of vehicles for hire of the City of Jackson, Mississippi. (Priester) (03/10/16)
22. Ordinance of the City Council of Jackson, Mississippi naming the downtown Jatran Bus Transfer Station in honor of Mrs. Rosa Parks. (Stokes) (04/19/16)
23. Ordinance of the City Council of Jackson, Mississippi renaming Morris Street (from Jefferson Street to Commerce Street to Corrice Collins Drive). (Stokes) (04/19/16)
24. Order authorizing a one year moratorium on certain new business licenses in the City of Jackson. (Stamps) (05/03/16)
25. Ordinance of the City Council of Jackson, Mississippi renaming Tombigbee Street (from Congress Street to West Street) to Travis E. Knight Drive. (Stokes) (07/12/16)
26. Ordinance of the City Council of Jackson, Mississippi renaming a portion of Ridgeway Street (from Bailey Avenue to the Dead End) to Doug L. Anderson Street. (Stokes) (08/23/16)
27. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
28. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a 726 sq. ft. LED Billboard within a SUD zone which does not allow billboards. (Jefferson, Yarber) (09/06/16)
29. Order requesting the City Council review and vote to approve the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)
30. Order requesting the City Council review and vote to deny the sign variance request for Jackson Public Schools to erect a three sided/faced LED Billboard within a SUD zone which does not allow there sided/faced billboard. (Jefferson, Yarber) (09/06/16)
31. Ordinance of the City Council of Jackson, Mississippi requiring security personnel at convenience stores during hours of operations from 12:00 a.m. to 6:00 a.m. (Stokes) (10/18/16)
32. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Vardaman Street (from Bailey avenue to Bailey Avenue Extension) to Al Joyner Way. (Stokes) (11/01/16)

ALL ITEMS IN COMMITTEE

33. Order rescinding the ordinance of the City Council of Jackson, Mississippi renaming Langley Avenue (from Silas Brown Street to Winter Street) to Dr. Raymond O. Baird Drive. (Stamps) (11/01/16)
34. Ordinance of the City Council of Jackson, Mississippi establishing a five dollar per room rental fee for hourly motel rentals. (Stokes) (11/15/16)
35. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Pearl Street (from Dalton to Prentiss Street) to Coach Paul Covington Drive. (Stokes) (12/27/16)
36. Ordinance of the City Council of Jackson, Mississippi renaming Bailey Avenue (from Bailey Avenue Extension to Woodrow Wilson) to Tommie Hathorn Way. (Stokes) (12/27/16)
37. Ordinance of the City Council of Jackson, Mississippi to regulate security at apartments with 25 or more rental units. (Stokes) (02/21/17)
38. Ordinance of the City Council of Jackson, Mississippi naming Road of Remembrance Park as Alfredteen Brown Harrison Park. (Stokes) (03/07/17)
39. Ordinance amending Chapter 102 – Signs, Article II. Sign regulations, Section 102-32, Prohibited signs, of the Code of Ordinances of the City of Jackson, Mississippi to prohibit any outdoor sign that contains any message or depiction of a sexually explicit nature. (Stamps) (03/07/17)
40. Ordinance of the City Council of Jackson, Mississippi renaming Pear Street to Reverend Jesse Sutton, Jr. Street. (Stamps) (04/04/17)
41. Ordinance of the City Council of Jackson, Mississippi renaming Carnes Street (from Palmyra Street to Martin Luther King, Jr., Dr.) to Reverend Alvin Burton, Sr. Street. (Stokes) (04/18/17)
42. Ordinance of the City Council of Jackson, Mississippi renaming Cohea Street (from Palmyra Street to Lamar Street) to Corporal Allen Harper, Jr., Street. (Stokes) (04/18/17)
43. Ordinance of the City Council of Jackson, Mississippi renaming Todd Street (from Palmyra Street to Martin Luther King, Jr. Dr.) to Andre Lamont Jones Street. (Stokes) (04/18/17)
44. Order declaring parcel 73-26 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
45. Order declaring parcel 72-56 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)

ALL ITEMS IN COMMITTEE

46. Order declaring parcel 72-37 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
47. Order declaring parcel 73-29-1 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
48. Order declaring parcel 72-58 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
49. Order declaring parcel 72-52 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
50. Order declaring parcel 72-55 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
51. Order declaring parcel 73-22 surplus property and authorizing disposal of same to River Place, LLC for development of housing. (Jefferson, Yarber) (06/13/17)
52. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Capitol Street from Gallatin Street to State Street to Williams Brothers Drive. (Stokes) (08/29/17)
53. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Brame Street (from Northside Drive to the Dead End of Eubanks Creek) to Bishop Hollis Musgrove Drive. (Stokes) (08/29/17)
54. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Kimball Avenue (from Sunset Drive to Liberty Street) to Johnetta Jurden Drive. (Stokes) (08/29/17)
55. Order authorizing the Mayor to execute an agreement with BFAC.Com for the purchase and maintenance of a mobile app service and design. (Hatcher, Lumumba) (10/10/17)
56. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Livingston Road (from Five Points Medgar Evers Boulevard at Woodrow Wilson Drive to Northside Drive) to Dr. Aaron Shirley Drive. (Stokes) (11/21/17)
57. Ordinance of the City Council of Jackson, Mississippi establishing the renaming of Hamilton Street (from Mill Street to West Street) to Charles W. Tisdale Drive. (Stokes) (11/21/17)
58. Discussion: Sign Ordinance (Stokes) (12/5/17)

ALL ITEMS IN COMMITTEE

59. Ordinance of the City Council of Jackson, Mississippi renaming Sunray Drive (in its entirety) to Willie Lindsey, Jr. Drive. (Stamps) (02/27/18)
60. Ordinance of the City Council of Jackson, Mississippi establishing the honorary renaming of Carnation Street (from Pocahontas Avenue to Holmes Avenue) to Reverend Frank Wilbert James Drive. (Stokes) (02/27/18)
61. Resolution of the City Council of Jackson, Mississippi supporting the reopening of Lake Hico. (Stokes) (02/27/18)
62. Ordinance of the City Council of Jackson, Mississippi establishing and regulating the collection and use of video from JPD body cameras. (Stokes) (03/27/18)

RULES

1. Ordinance of the City Council of Jackson, Mississippi to amend the Code of Ordinances of the Internal Audit Committee. (Banks) (02/13/18)
2. Ordinance of the City Council of Jackson, Mississippi to amend the Jackson Code of Ordinances to establish the office and function of the Internal Auditor as a separate and independent office. (Banks) (03/27/18)
3. Discussion: Council Decorum (Lindsay) (03/27/18)

GOVERNMENT OPERATIONS

1. Discussion: Minority participation (Stokes) (06/02/15)
2. Discussion: 21st Century policing (Stamps) (06/02/15)
3. Discussion: EBO (Yarber) (06/02/15)
4. Ordinance of the City Council of Jackson, Mississippi amending Chapter 2 Administration, Article IV, Departments, Section 2-336, of the Code of Ordinances of the City of Jackson, Mississippi to delete Constituents Services and Information as a department and to remove Youth Court as a principal function of police. (Stamps) (09/06/16)
5. Ordinance amending Section 2-325 of the Jackson Code of Ordinances to include qualifications for the position of Chief Administration Officer. (Stamps) (11/1/16)
6. Order authorizing the Mayor to accept the transfer of ownership of the Jackson Multimodal Transportation Facility, commonly known as Union Station, from the Jackson Redevelopment Authority to the City of Jackson. (Stokes) (07/18/17)

ALL ITEMS IN COMMITTEE

7. Discussion: Officer Involved Shootings (Stamps) (02/27/18)
8. Discussion: Cash Bonds (Stamps) (02/27/18)

Updated: 08/25/15; 08/26/15; 09/09/15; 09/23/15; 10/08/15; 10/27/15; 11/04/15; 11/17/15; 12/01/15; 12/16/15; 01/13/16; 02/02/16; 03/11/16; 04/11/16; 04/18/16; 05/04/16; 05/10/16; 05/18/16; 05/31/16; 06/06/16; 06/14/16; 07/13/16; 08/11/16; 08/24/16; 09/08/16; 09/28/16; 10/07/16; 11/01/16; 11/02/16; 11/09/16; 11/15/16; 11/21/16; 12/22/16; 12/28/16; 01/11/17; 02/07/17; 03/13/17; 03/20/17; 04/05/17; 06/09/17; 06/13/17; 08/10/17; 09/01/17; 09/06/17; 09/29/17; 10/10/17; 11/27/17; 12/6/17; 01/04/18; 02/15/18; 02/20/18; 02/28/18; 03/13/18; 03/29/18

OFFICE OF THE ATTORNEY
3/8/18

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 13, 2017 FOR THE FOLLOWING CASES:

2017-1275 2017-1279 2017-1327 2017-1346 2017-1351
2017-1376 2017-1394 2017-1396 2017-1400 2017-1403
2017-1408 2017-1423 2017-1431 2017-1434 2017-1435

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on June 13, 2017; 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 _____ 4-10-18
Moore, Lumumba

- 1) **Case #2017-1275 Parcel #839-318** located at 1039 Westway St: 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 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, wooden boards, appliances, tree limbs, old furniture, tree parts, tires. Clean curbside

- 2) **Case #2017-1279: Parcel #211-202** located at 932 Myrtlewood Dr: 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 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, fallen tree, tree lines, tree parts, appliances, building materials, old furniture, old bricks, tires, wooden boards, crates

- 3) **Case #2017-1327: Parcel #630-30** located at 1816 Flowers Dr: After hearing testimony from Robert G Smith hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to cure expiring June 20, 2017. 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 6*

Scope of Work: Cutting of grass, weed, fence line, bushes, sapling and removing of trash and debris, fallen tree, tree limbs, tree parts, clean curbside

- 4) **Case #2017-1346 Parcel #207-17** located at 166 Ferguson Drive: 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 \$750.00. *Ward 5*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, old furniture, tree parts, tires. Clean curbside

- 5) **Case #2017-1351 Parcel #624-85** located a 0 Whitten Road/Lot N of 3304 Whitten 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 assessment of actual costs and a penalty of \$750.00. *Ward 6*

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

- 6) **Case #2017-1376: Parcel #129-130-4** located a 422 Valley St: 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 5*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove tree limbs, cut shrubbery, cut fence line, cut bushes, cut saplings, clean curbside.

- 7) **Case #2017-1394: Parcel #629-186** located a 743 Nimitz St: After hearing testimony from Robert G Smith 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 13, 2017. 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 4*

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

- 8) **Case #2017-1396: Parcel #74-77-1** located at 0/Lot W of 937 N Lamar St: 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 \$750.00. *Ward 7*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove tree limbs, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, clean curbside

- 9) **Case #2017-1400: Parcel #168-97** located at 728 Winter St: 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 7*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove tree limbs, remove old bricks, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, clean curbside.

- 10) **Case #2017-1403: Parcel #805-389** located at 334 James A Garfield Dr: 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 \$250.00. *Ward 2*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove old news paper

- 11) **Case #2017-1408: Parcel #207-41** located at 203 Ferguson Dr: 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 7*

Scope of Work: Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 12) **Case #2017-1423: Parcel #643-46-1** located a 3852 Faulk Blvd: 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 structure, trash, debris, foundation, steps, driveway and cut grass and weeds.

- 13) **Case #2017-1431: Parcel #707-123-1** located at 6243 Wesley Rd: 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 3*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove commode from front yard, clean curbside.

- 14) **Case #2017-1434: Parcel #721-711** located at 6660 Lake Forest Dr: 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 \$750.00. *Ward 2*

Scope of Work: Cutting of grass, weeds and removing of trash and debris

- 15) **Case #2017-1435 : Parcel #707-48** located at 6236 Washington Rd: 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 2*

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, clean curbside.

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.

APPROVED FOR AGENDA	<u>INITIALS</u>	<u>DATE</u>
CHIEF OF POLICE	_____	_____
ASSISTANT CHIEF	_____	_____
DEPUTY CHIEF	JS	2/28/18
COMMANDER	JC	2/28/18
LEGAL DEPARTMENT	_____	_____
MAYOR'S OFFICE	_____	_____

MOORE
CHIEF OF POLICE

DAVIS
ASST. CHIEF

STASHER
DEPUTY CHIEF

COLEMAN
COMMANDER

LUMUMBA
MAYOR

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02/28/2018
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 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"/> 	JACKSON POLICE 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 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	___																																							

Jackson Police Department
Community Improvement Unit



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Chief Anthony Moore *AM 2/28/18*

VIA: Assistant Chief James Davis *@ 2/28/18*
Deputy Chief Sandra Stasher *JS 2/28/18*
Commander Jaye Coleman *JC 2/28/18*

FROM: Henry Davis, Supervisor *HD 2/28/18*
Community Improvement Unit

DATE: February 28, 2018

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

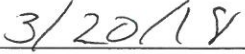
This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 13, 2017 FOR THE FOLLOWING CASES:

2017-1275	2017-1279	2017-1327	2017-1346	2017-1351
2017-1376	2017-1394	2017-1396	2017-1400	2017-1403
2017-1408	2017-1423	2017-1431	2017-1434	2017-1435

is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Dana Sims, *Deputy City Attorney*



DATE

OFFICE OF THE CITY ATTORNEY
3/21/18
[Signature]

ORDER ACCEPTING PAYMENT OF \$5,141.66 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED (MICHAEL BARRANCO) 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 \$5,141.66 as a property damage settlement for damage sustained to a City of Jackson vehicle {SUV-86} on December 16, 2017.

APPROVED FOR AGENDA:

City Attorney
Risk Manager
CAO
Mayor's Office

Initials	Date
<u>20</u>	<u>3-21-18</u>
_____	_____
_____	_____

Item # 4
Agenda Date: 13 MARCH 2018
By: Lumumba, Gipson, Poullard

03/21/2018
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/21/2018

DATE

POINTS		COMMENTS								
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$5,141.66 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED {MICHAEL BARRANCO} 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	\$5,141.66								
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: March 21, 2018

**RE: Damage to City Vehicle {SUV-86} and Recovery of Repair Cost from
State Farm Mutual Automobile Insurance Company**

On December 16, 2017, city vehicle was traveling north on Northpointe Parkway when the claimant {Michael Barranco} failed to yield for traffic and struck driver's side of city vehicle {SUV-86}. The vehicle was traveling south on Northpointe Parkway attempting to turn left across traffic. The collision caused extensive damage to both vehicles. There were no apparent injuries.

State Farm Mutual Automobile Insurance Company issued a payment in the amount of \$5,141.66 for damage to the City vehicle. The payment is based upon the estimate provided by State Farm Mutual Automobile Insurance Company.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



Sharon D. Gipson, City Attorney
Office of the City Attorney

SDG/tbp

Attachments

4/2/18

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
4/2/18

This **ORDER ACCEPTING PAYMENT OF \$5,141.66 FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ON BEHALF OF ITS INSURED {MICHAEL BARRANCO} AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney



Barbara Bluntson, Deputy City Attorney

4/2/18

DATE

3/29/18

DATE

REC'D
PER-26 (REV. 12-98)
12/16/17

CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLE

COPY

ENTERED
12/16/17

Date of Accident 2017-20271 Time 2237 AM/PM
Date this form completed 12-6-2017 Time 2330 AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # SUV 86 Year 2016 Make Ford Type (Sedan, Pick-up, etc.) Explore Dept J. P. D.
2. Operator's Name Tyrone Buckley Employee # 097579 SSN 425-35-3995 Date of Birth 09-09-1976
3. City Driver License # 097579 State Driver License # 800165979
4. Home address P. O. Box 9502 City/State/Zip Code Jackson, MS 39286 Phone # (601) 960-1623
5. Parts of vehicle damaged Entire Driver's side and tires Approximate cost of repairs \$ Unknown
6. Location of Accident Northpointe Pawkway at Robinwood Place
7. Were the appropriate law enforcement officials notified immediately? Yes (X) No ()
8. If not, why? N/A
9. Name of Investigating Officer Kenneth Lewis Badge # 1612 Employee # 100776 Case # 2017-202718
10. Vehicle # 1 was going (North, East, Parked, etc.) North on Northpointe Pawkway (Street)
11. Name, Address, Zip Code & Phone # of Witness (s) N/A

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2010 Make Dodge Type (Sedan, Pick-up, etc.) Challenger
2. Operator's Name Michael Anthony Barranco II Phone # (601) 896-5654
3. Street address 235 Natchez Drive City/State/Zip Code Madison, MS 39110
4. Parts of vehicle damaged Entire Front Cap Approximate cost of repairs \$ Unknown
5. Vehicle # 2 was going (North, East, Parked, etc.) South attempting to turn left on Crossing onto Robinwood Place (Street)

Remarks: Please see attached State Accident Report and Memorandum.

INDICATE
NORTH
BY ARROW

RECEIVED

DEC 21 2017

RISK MANAGEMENT

Street

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 Tyrone Buckley DATE 12-16-2017

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments N/A

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

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 Allen White
Supervisor's Printed Name Assistant Chief Allen White Supervisor's Employee # 004645 Date 12-16-2017

NOA
12/21/17

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments N/A

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

Department Head's Signature Lee Vance Department Jackson Police Department Date 12-16-2017
Department Head's Printed Name Chief Lee Vance

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



**CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM**

DATE: 3/21/18

RECEIVED FROM: State Farm Insurance (Insured Jene R. & Mia J. Barranco)
Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: CLAIM # 11938 D/L: 12/16/17 Vehicle #_SUV 86_

Division#: 001 441 20 6316

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

Financial Data:

Check# 1 09 208669 J \$ 5,141.66
 Check# _____ \$ _____
 Check# _____ \$ _____

TOTAL DEPOSIT \$ 5,141.66

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>001 5795</u>	<u>DAMAGES TO SUV-86</u>	<u>\$5,141.66</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poullard

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
 PROPERTY DAMAGE WELLS FARGO BANK, N.A. 66-979/612
 PROP B OFFICE - PAGECNTG.P066 SAVANNAH, GA

1 09 208669 J

CLAIM NO **24-2433-C49** INSURED **BARRANCO, JENE R & MIA J &** DATE **03-14-2018**
 LOSS DATE **12-16-2017** MM DD YYYY

*******EXACTLY FIVE THOUSAND ONE HUNDRED FORTY-ONE AND 66/100 DOLLARS**

\$***5,141.66**

Pay to the Order of: **CITY OF JACKSON RISK MGMT**

AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈0917208669⑈ ⑆061209756⑆ 2079900091274⑈

VOID IF GREEN COLORED BACKGROUND IS MISSING

BULLOCK BODY SHOP
3967 TERRY ROAD
JACKSON, MS 39212
PHONE:(601) 372-9736 FAX:(601) 371-1875
EMAIL: BULLOCKBODYSHOP@BELLSOUTH.NET

*** PRELIMINARY ESTIMATE ***

LK-995

01/04/2018 03:43 PM

Owner

Owner: City of Jackson
Address:

City State Zip: Jackson, MS
Email: rfuqua@city.jackson.ms.us

Work/Day: (601)960-1590
FAX: (601)960-1514
FAX:

Control Information

Claim #: UNIT# SUV 86

Insured Policy #:

FEB 08 2018

Inspection

Inspection Date: 01/04/2018 03:41 PM
Inspection Location: Bullock Body Shop
City State Zip: Jackson, MS 39212
Primary Impact: Left Front Corner
Driveable: No

Company: Bullock Body Shop
Contact: Charles Bullock
Address: 3967 Terry Rd.

City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

RISK MANAGEMENT DIVISION

Inspection Type: Direct Repair Program

Contact:

FAX:

Secondary Impact: Left Side

Rental Assisted:

Appraiser License #:

Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Repairer

Repairer: Bullock's Body Shop
Address: 3967 Terry Road

City State Zip: Jackson, MS 39212
Email: bullockbodyshop@bellsouth.net

Contact: Charles Bullock R.
Work/Day: (601)372-9736
Home/Evening: (601)624-0375
FAX: (601)371-1875

Target Complete Date/Time:

Days To Repair: 15

Vehicle

2016 Ford Explorer Police Intercptr 4 DR Wagon
6cyl Gasoline 3.7
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: Black
Ext. Refinish: Two-Stage

VIN: 1FMSK8AR6GGA29138
Mileage Type: Actual
Code: P8473F
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Anti-Lock Brakes
Bodyside Cladding	Bucket Seats	Center Console
Cruise Control	Driver Information Sys	Dual Airbags
Electric Steering	Floor Mats	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated Rear Window Wiper
Heated W/S Wiper Washers	Heavy Duty Battery	Intermittent Wipers
LED Brakelights	Lighted Entry System	MP3 Decoder
Manual Lumbar Adjustment	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Windows	Rear Spoiler
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Steel Wheels	Strg Wheel Radio Control	Tachometer
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Trunk/Cargo Organizer
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	E	1037		Flare,Wheel Opening LT	FB5Z16039AB	\$86.32		INC	SM
2	Ri	1420		Mldg,Front Door Lower LT	R & I Assembly			0.6	SM
Front Bumper									
3	E	23	01	Cvr,Front Bumper Up	BB5Z17D957ACP	\$446.75		4.9	SM
4	L	23	13	Cvr,Front Bumper Up	Refinish			3.6	RF
					2.5 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
5	E	1080		Filler,Front Bumper LT	FB5Z17B968CA	\$114.17		INC	SM
Front Body And Windshield									
6	E	103		Fender,Front LT	FB5Z16006A	\$240.00		1.9	SM
7	L	103		Fender,Front LT	Refinish			3.5	RF
					2.4 Surface				
					0.5 Edge				
					0.6 Two-stage				
Front Body Interior Sheetmetal									
8	I	239	07	Panel,Inner Fender Up	Repair			5.0*	SM
				High Strength Steel					
9	E	545	#	Shield,Front Splash LT	BB5Z16103E	\$155.82		INC	SM
				# = 01, 46					
Front Doors									
10	I	209		Pnl,Front Door Outer LT	Repair			12.0*	SM
11	L	209		Pnl,Front Door Outer LT	Refinish			3.0	RF
					2.5 Surface				
					0.5 Two-stage				
12	Ri	229		Mirror,Outer R/C LT	R & I Assembly			0.3	SM
13	Ri	234		Handle,Front Door Otr LT	R & I Assembly			0.9	SM
Rear Doors									
14	E	289		Pnl,Rear Door Outer LT	BB5Z7824701A	\$534.80		7.9	SM

15	L	289	Pnl,Rear Door Outer LT	Refinish	3.2	RF
				2.2 Surface		
				0.5 Edge		
				0.5 Two-stage		

Quarter And Rocker Panel

16	BR	389	Panel,Quarter LT	Blend Refinish	1.5	RF
				1.0 Blend		
				0.5 Two-stage		

16 Items

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$1,577.86
Paint & Materials	14.8 Hours @ \$38.00	\$562.40
Parts & Material Total		\$2,140.26

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	16.5	17.0	33.5	\$1,943.00
Mech/Elec (ME)	\$70.00				
Frame (FR)	\$76.00				
Refinish (RF)	\$58.00	14.8		14.8	\$858.40

Labor Total	48.3 Hours	\$2,801.40
Gross Total		\$4,941.66
Net Total		\$4,941.66

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 39212 Default
 SPPL Yes Zip Code: 39212 Local Suppliers
 Rate Name Default

Audatex Estimating 8.0.225 ES 01/10/2018 11:04 AM REL 8.0.225 DT 12/01/2017
 © 2018 Audatex North America, Inc.

**3.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
 ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls

UE = Replace OE Surplus
EU = Replace Recycled
UM= Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG= Chippguard
AA = Appearance Allowance

EP = Replace PXN
PM= Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage



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OFFICE OF THE CITY ATTORNEY
Stalls
BB

ORDER ACCEPTING PAYMENT OF \$1,050.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED (DEAN FAIRLEY) 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 \$1,050.50 as a property damage settlement for damage sustained to a City of Jackson vehicle (PC-1464) on October 19, 2016.

APPROVED FOR AGENDA:

City Attorney
Risk Manager
CAO
Mayor's Office

Initials	Date
_____	_____
_____	_____
_____	_____
_____	_____

Item # 5
Agenda Date: 27 MARCH 2018
By: Lumumba, Gipson, Poullard

03/05/2018
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/05/2018

DATE

P O I N T S		C O M M E N T S							
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$1,050.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED (DEON FAIRLEY) 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	\$1,050.50							
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: March 05, 2018

**RE: Damage to City Vehicle (PC-1464) and Recovery of Repair Cost from
Progressive Insurance Company**

On October 19, 2016, City vehicle {PC-1464 driven by Dejon Arterberry} was stopped at the red light at Old Canton Road and Pear Orchard when claimant's 2010 Jeep Patriot rear ended City vehicle causing damage.

Progressive Insurance Company issued a payment in the amount of \$1,050.50 for damage to the City vehicle. The payment is based upon the estimate provided by Progressive Insurance Company to have the vehicle repaired.

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 same are paid in the future. If additional information is required, please let me know.



**Sharon D. Gipson, City Attorney
Office of the City Attorney**

SG/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

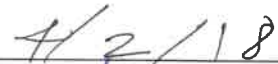
This **ORDER ACCEPTING PAYMENT OF \$1,050.50 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {DEAN FAIRLEY} AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.



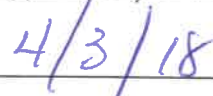
Sharon Gipson, City Attorney



Barbara Bluntson, Deputy City Attorney



DATE



DATE

City of Jackson
P.O. Box 17
Jackson, MS 39205-0017

OPERATOR : VM2

CASH RECEIPT NO: R180010173

RECEIVED FROM:
CLAIMS/RISK MANAGEMENT
PROGRESSIVE INSURANCE CO
DEAN FAIRLEY

PAYMENT DATE: 02/27/18

PAYMENT METHOD: Check

ACCOUNT CODE	DESCRIPTION OF PAYMENT	PAYMENT AMOUNT
1 5795	DAMAGES TP PC-1464	\$1,050.50
	TOTAL	\$1,050.50
	AMOUNT TENDERED	\$1,050.50
	CHANGE	\$0.00

COMMENT: CK #
PAY REF:

PC1464

BARNETT'S BODY SHOP, INC

Workfile ID:

eb62c739

Choose the Best
264 HWY 51, RIDGELAND, MS 39157
Phone: (601) 856-0700
FAX: (601) 856-4292

Preliminary Estimate

Customer: CITY OF JACKSON POLICE DEPARTMENT

Job Number:

Written By: Corey Lofton

Insured: CITY OF JACKSON POLICE DEPARTMENT

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:
CITY OF JACKSON POLICE DEPARTMENT

Inspection Location:
BARNETT'S BODY SHOP, INC
264 HWY 51
RIDGELAND, MS 39157
Repair Facility
(601) 856-0700 Day

Insurance Company:
SELF INSURED

VEHICLE

2008 FORD Police Interceptor w/3.27 Axle w/Street Appearance Pkg 4D SED 8-4.6L Flex Fuel SEFI WHITE

VIN: 2FAFP71V08X156759

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color: WHITE

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks

Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

CONVENIENCE

Air Conditioning

Tilt Wheel

Rear Defogger

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Power Trunk/Gate Release

RECEIVED

JUN 02 2017

RISK MANAGEMENT DIVISION

Preliminary Estimate

Customer: CITY OF JACKSON POLICE DEPARTMENT

Job Number:

2008 FORD Police Interceptor w/3.27 Axle w/Street Appearance Pkg 4D SED 8-4.6L Flex Fuel SEFI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2		O/H bumper assy		0	0.00	2.0	0.0
3	**	Repl RECOND Bumper cover	6W7Z17K835APTM	1	407.00	Incl.	3.2
4		Add for Clear Coat		0	0.00	0.0	1.3
5		MISCELLANEOUS OPERATIONS					
6	*	Repl Flex Additive		1	5.00	0.0	0.0
SUBTOTALS					412.00	2.0	4.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			412.00
Body Labor	2.0 hrs @	\$ 65.00 /hr	130.00
Paint Labor	4.5 hrs @	\$ 65.00 /hr	292.50
Paint Supplies	4.5 hrs @	\$ 48.00 /hr	216.00
Subtotal			1,050.50
Grand Total			1,050.50
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,050.50

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

RECEIVED
 JUN 02 2017
 RISK MANAGEMENT DIVISION

Rec'd
10/19/16
CA

RECEIVED

Revised 12/98
31 2016



ENTERED
11/7/16
Top

APPENDIX B

RISK MANAGEMENT CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLE

COPY

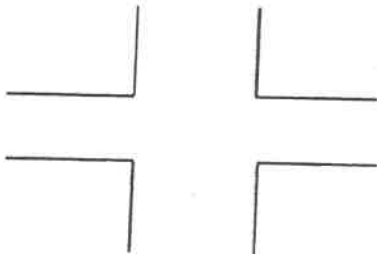
SECTION 1. VEHICLE #1 (CITY VEHICLE)

- Vehicle # 1464 Year 2008 Make Ford Type (Sedan, Pick-up, etc.) Crownvic Dept Police
- Operator's Name Dejon Arterberry Employee # 104216 SSN xxx-xx-2846 Date of Birth 9/19/91
- City Driver License # 104216 State Driver License # 104216
- Home Address 5155 Keele St. Apt. 9C City/State/Zip Jackson, MS 39206 Phone # 601 960-0004
- Parts of vehicle damaged Back Bumper Approximate cost of repairs \$ N/A
- Location of Accident Old Canton Rd. and Pear Orchard St.
- Were the appropriate law enforcement officials notified immediately? Yes No
- If no, why? _____
- Name of Investigating Officer Paris Wilder Badge # 2001 Employee # 102325 Case # 16-184426
- Vehicle #1 was going (North, East, Parked, etc.) east on Old Canton Rd. (Street)
- Name, Address, Zip Code & Phone # of Witness (s) N/A

SECTION 11. VEHICLE #2 (OTHER VEHICLE)

- Year 2010 Make Jeep Type (Sedan, Pick-up, etc.) Patriot
- Operator's Name Dean Fairley Phone # 601-988-7180
- Street Address 441 South Wheatley Rd City/State/Zip Ridgeland, MS 39157
- Parts of vehicle damaged Front Bumper Approximate cost of repairs \$ Unknown
- Vehicle #1 was going (North, East, Parked, etc.) East on Old Canton Rd. (Street)

INDICATE NORTH BY ARROW



Remarks: Officer Arterberry advised he was stopped at the red light when the driver of V-2 hit him from behind. The driver of V-2 did advised that his brakes slipped and had been going out for about two weeks causing him to slide into the rear of PC 1464.

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

Dejon Arterberry

DATE 19 Oct 2016

10/19/16

10/19/16



MISSISSIPPI
G 46750
GOVERNMENT



OFFICE OF THE CITY ATTORNEY
3/27/18
[Signature]

ORDER ACCEPTING PAYMENT OF \$189.43 FROM TWO MEN AND A TRUCK/JACKSON, MS 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 \$189.43 as a property damage settlement for damage sustained to a City of Jackson vehicle {PT-585} on October 16, 2017.

APPROVED FOR AGENDA:

City Attorney
Risk Manager
CAO
Mayor's Office

Initials	Date
<u>[Signature]</u>	<u>3-16-18</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Item # 6
Agenda Date: 27 MARCH 2018
By: Lumumba, Gipson, Poullard

03/16/2018
{TBP}

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/16/2018
DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$189.43 FROM TWO MEN AND A TRUCK/JACKSON, MS 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	\$189.43						
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: March 16, 2018

**RE: Damage to City Vehicle {PT-580} and Recovery of Repair Cost from
Progressive Insurance Company**

On October 16, 2017, City vehicle {PT-580 driven by Earl Anderson} was parked on Pearl Street in the City of Jackson parking lane when the driver of Two Men and A Truck hit the driver side rear view mirror causing damage.

Two Men and A Truck issued a payment in the amount of \$189.43 for damage to the City vehicle. The payment is based upon the lowest estimate provided by Capitol Body Shop to have the vehicle repaired.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. If additional information is required, please let me know.

**Sharon D. Gipson, City Attorney
Office of the City Attorney**

SDG/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

This **ORDER ACCEPTING OF \$189.43 FROM TWO MEN AND A TRUCK/JACKSON, MS AS A PROPERTY DAMAGE SETTLEMENT** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Barbara Bluntson, *Deputy City Attorney* BB

4/2/18

DATE

OFFICE OF THE CITY ATTORNEY
3/29/18
BB



**CITY OF JACKSON
CLAIMS/RISK MANAGEMENT DIVISION
REVENUE TRANSMITTAL FORM**

DATE: 3/15/18

RECEIVED FROM: Two Men & A Truck

Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: CLAIM # 11822 D/L: 10/16/17 Vehicle # PT-580

Division#: 001 451 10 6316

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

Financial Data:

Check# 80488 \$ 189.43
 Check# _____ \$ _____
 Check# _____ \$ _____

TOTAL DEPOSIT \$ 189.43

<u>Account Number (s)</u>	<u>Description of Payment</u>	<u>Amount Paid</u>
<u>001 5795</u>	<u>DAMAGES TO PT-580</u>	<u>\$189.43</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poullard

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Two Men And A Truck / Jackson, MS
 276 Commerce Park Drive
 Ridgeland, MS 39157
 (601) 853-9644

BANKPLUS
 RIDGELAND, MS 39157
 85-194/653

80488

3/14/2018

PAY TO THE ORDER OF City of Jackson \$ ****189.43**

One Hundred Eighty-Nine and 43/100 ***** DOLLARS

PROTECTED AGAINST FRAUD

City of Jackson
 P O Box 17
 Jackson, MS 39205-0017

Berly Stany

MEMO

⑈080488⑈ ⑆065301948⑆ 4320001912⑈

#3398

OCT 18 2017

CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLE

COPY

10/23/17

Date of Accident 16 OCT 2017 Time 1:25 AM/PM
Date this form completed " " Time 1:30 AM/PM

SECTION I. VEHICLE #1 (CITY VEHICLE)

- Vehicle # PT 585 Year 2003 Make O-M-C Type (Sedan, Pick-up, etc.) _____ Dept _____
- Operator's Name EARL ANDERSON Employee # 3988 SSN 427-31-3933 Date of Birth 31 MAR 1962
- City Driver License # _____ State Driver License # 800021175
- Home address 110 W. SEGD WICK CT City/State/Zip Code JACKSON, MS, 39211 Phone # 601-259-9684
- Parts of vehicle damaged DRIVER SIDE REAR VIEW MIRROR Approximate cost of repairs \$ _____
- Location of Accident INTERSECTION OF PEARL ST & PRESIDENT ST
- Were the appropriate law enforcement officials notified immediately? Yes No ()
- If not, why? _____
- Name of Investigating Officer ARTHER GARY Badge # 1297 Employee # _____ Case # 2017-168623
- Vehicle # 1 was going (North, East, Parked, etc.) _____ on PEARL ST (Street)
- Name, Address, Zip Code & Phone # of Witness (s) _____

SECTION II. VEHICLE #2 (OTHER VEHICLE)

- Year N/A Make N/A Type (Sedan, Pick-up, etc.) _____
- Operator's Name TWO MEN A TRUCK Phone # 601-896-2660
- Street address 296 COMMERCE ST City/State/Zip Code IRIDALEND, MS 39157
- Parts of vehicle damaged _____ Approximate cost of repairs \$ _____
- Vehicle # 2 was going (North, East, Parked, etc.) WEST on PEARL ST (Street)

INDICATE NORTH BY ARROW

Remarks: PT-380 WAS PARKER ON PEARL ST IN COJ PARKING LANE. I WAS INFORMED THAT A VEHICLE (TRUCK) OWN BY 2 MEN A TRUCK, HIT THE REAR VIEW MIRROR.

RECEIVED

OCT 19 2017

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 16 OCT 2017

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments _____

Was the City Employee injured? If yes, has the Personal Injury Report been completed? Yes () 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 Undetermined at this time ()

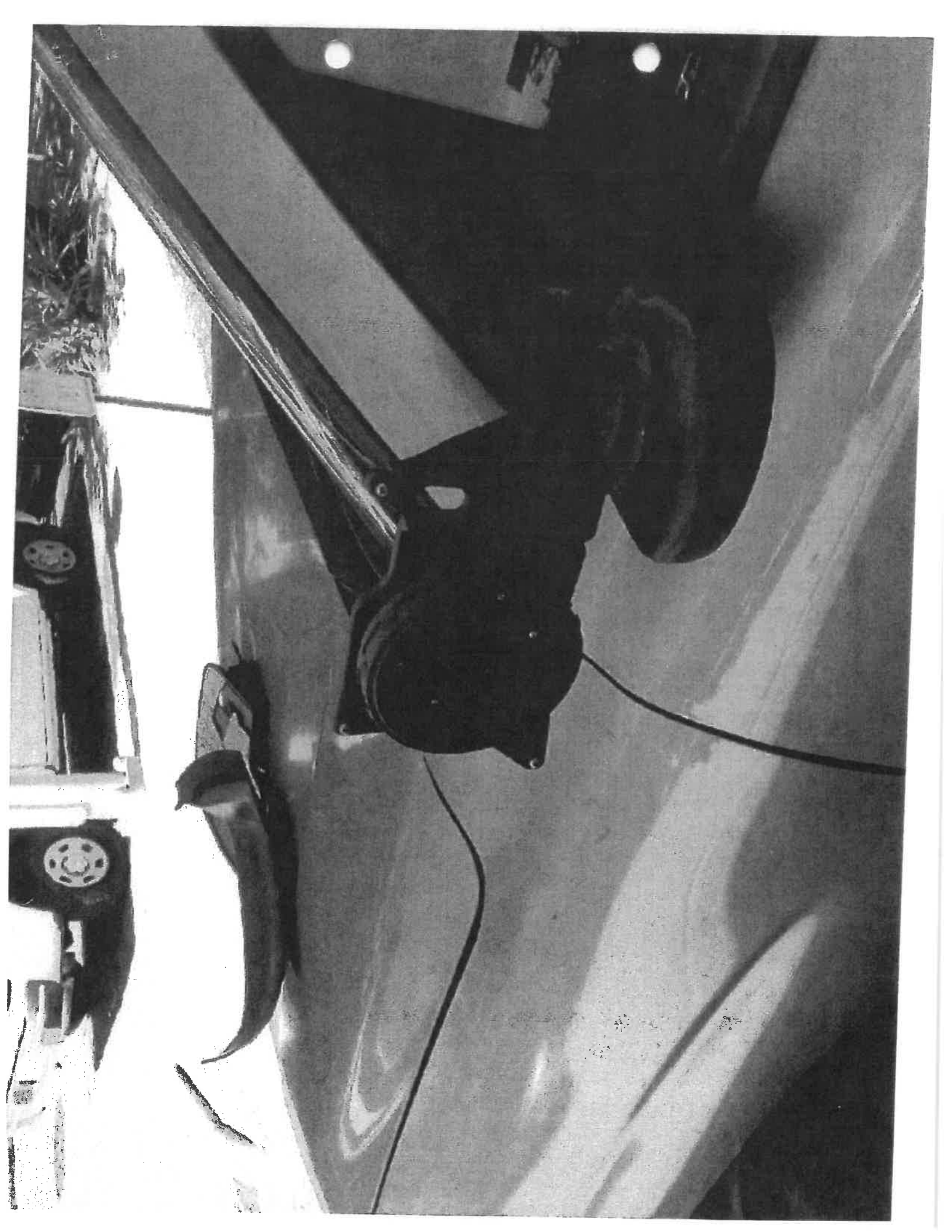
Supervisor's Signature [Signature]
Supervisor's Printed Name Charles W. Williams Supervisor's Employee # _____ Date 10/16/17

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments _____

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

Department Head's Signature [Signature] Department DPW Date 10/19/2017
Department Head's Printed Name Robert H. Miller





CAPITOL BODY SHOP - JACKSON

Workfile ID: 64dccc9b
Federal ID: 64-0413940

"Expect Miracles"
102 RAYMOND RD, JACKSON, MS 39204
Phone: (601) 373-4642
FAX: (601) 372-5263

Preliminary Estimate

Customer: city of jackson truck

Job Number:

Written By: Caleb Richardson

Insured: city of jackson truck
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
city of jackson truck

Inspection Location:
CAPITOL BODY SHOP - JACKSON
102 RAYMOND RD
JACKSON, MS 39204
Repair Facility
(601) 373-4642 Business

Insurance Company:

VEHICLE

2003 GMC Sierra 1500 Regular Cab 133" WB 2D P/U 8-4.8L Gasoline SFI

VIN: 1GTEC14V53Z257745
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Overdrive
5 Speed Transmission

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors
Tinted Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel

Message Center

Climate Control

RADIO

AM Radio
FM Radio

Stereo

Search/Seek

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper



PT-585

Preliminary Estimate

Customer: city of jackson truck

Job Number:

2003 GMC Sierra 1500 Regular Cab 133" WB 2D P/U 8-4.8L Gasoline SFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	*	Repl LT Mirror w/folding type	25876714	1	124.43	<u>1.0</u>	
3	#	more damage possible		1			
SUBTOTALS					124.43	1.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			124.43
Body Labor	1.0 hrs @	\$ 65.00 /hr	65.00
Subtotal			189.43
Grand Total			189.43
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			189.43

MyPriceLink Estimate ID: 350678401251598336

MISSISSIPPI STATE LAW REQUIRES THAT YOU BE NOTIFIED OF THE FOLLOWING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO REQUIRE THE MONTHLY REPORT OF FINANCIAL PERFORMANCE SHOWING EXPENDITURES AND LIABILITIES IN ACCORDANCE TO MS CODE 21-35-13.

WHEREAS, the City Council of Jackson, Mississippi is dedicated to increasing accountability and transparency within the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi recognizes the need to ensure compliance with codes of the state, Mississippi Title 21, Chapter 35-Municipal Budget 21-35-13; and

WHEREAS, 21-35-13 states *“At the regular meeting in each month, the city clerk shall submit to the governing authorities of the municipality a report showing the expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole of the fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. He shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period”*; and

WHEREAS, in order for the city clerk to be in compliance with MS Code 21-35-13, the mayor shall require all city departments, boards, commissions to provide monthly reports to clerk on the first day of the month.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI that a monthly report of financial performance showing expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. The report shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period.

ITEM: #7
DATE: 04/10/18
BY: AARON BANKS

Mississippi Municipal Laws Annotated

§ 21-35-13. Monthly report of clerk

At the regular meeting in each month, the city clerk shall submit to the governing authorities of the municipality a report showing the expenditures and liabilities incurred against each separate budget appropriation item during the preceding calendar month, and like information for the whole of the fiscal year to the first day of the month in which such report is made, together with the unexpended balance of each appropriation item and the unencumbered balance. He shall also set forth the receipts from property taxes and, in detail, the receipts from other taxes and all other sources of each fund for the same period. SOURCES: Codes, 1942, § 9121-12; Laws, 1950, ch. 497, § 12, eff from and after August 31, 1950.

§ 21-35-19. Emergency expenditures

Upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefore under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law, the board of governing authorities may, **upon adoption by unanimous vote of all members present, at any meeting, of a resolution stating the facts constituting the emergency and entering the same upon its minutes, make the expenditures, borrow money, or incur the liabilities necessary to meet such emergency, without further notice or hearing, and may revise the budget accordingly.** SOURCES: Codes, 1942, 9121-09; Laws, 1950, ch. 497, § 9, eff from and after August 31, 1950.

§ 21-35-21. Emergency warrants

All emergency expenditures made under the provisions of Section 21-35-19 shall be made by the issuance of emergency warrants drawn against the special fund, or funds, properly chargeable with such expenditures. The municipal depository is authorized and directed to pay such emergency warrants with any money in such fund, or funds, available for such purpose. If at any time there shall not be sufficient money available in such fund, or funds, from usual sources or from grants, transfers or donations, to pay such warrants, **then the governing authorities of the municipality are hereby authorized to borrow the required amount,** not to exceed the authorized emergency expenditures, in the manner now provided by law, and shall execute the notes of the municipality for the amount borrowed. SOURCES: Codes, 1942, § 9121-10; Laws, 1950, ch. 497, § 10, eff from and after August 31, 1950.

OFFICE OF THE CITY ATTORNEY
Hatcher, Greer & Lumumba
4/10/18

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CENTRAL AUCTION HOUSE D/B/A CENTRAL BIDDING FOR THE CITY OF JACKSON'S REVERSE AUCTION SERVICES

WHEREAS, Miss. Code Ann. 31-7-13(c)(v) was recently amended to require municipalities to provide a secure electronic interactive system for the competitive bid process; and

WHEREAS, the amendment also required municipalities to use reverse auctions as the primary method for receiving bids unless an exemption is obtained; and

WHEREAS, in an effort to comply with these provisions the Department of Administration recommends the City of Jackson ("City") execute a 36 month agreement with Central Auction House d/b/a Central Bidding; and

WHEREAS, Central Bidding will provide reverse auction services to the City of Jackson; and

WHEREAS, there will be no cost to the City of Jackson to execute this agreement, rather, the vendors who use the service will be required to pay Central Bidding directly for using the service; and

WHEREAS, this service will be used by all City of Jackson departments for the purchase of commodities and equipment, unless an exemption has been secured from the State DRRB, and

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement, and all other necessary documents, for a contract with Central Bidding to provide reverse auction services for a period of thirty-six months.

Item #: 10

Date: 4/10/18

By: Hatcher, Greer & Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

03/12/2018

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	Reverse Auction Services of Central Auction House dba Central Bidding for the use in purchasing commodities and equipment need to be acquired through bidding for the City of Jackson, State RFP No. 4029.	
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	Meets all levels of Public Policy Criteria	
3.	Who will be affected	Citizens of Jackson/ All 7 Wards/ City Employees	
4.	Benefits	To acquire various commodities and equipment for the City of Jackson not already on any bid.	
5.	Schedule (beginning date)	Beginning May 1, 2018	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	ALL WARDS	YES N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>		
8.	COST	Cost is non to the City of Jackson, the participating vendors picks up the cost.	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	All costs absorbed by vendor.	
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 _____

Hellene Greer, CPPB; NPCA
Purchasing Manager
Department of Administration
Purchasing Division
200 S. President St. Ste. 604
Jackson, MS 39201
P: 601-960-1533
F: 601-960-1049
hgreer@city.jackson.ms.us

April 2, 2018

Helleen,

Our pricing structure for reverse auctions is the same as our pricing structure for electronic bidding. Central Bidding provides our services at no cost to the political subdivisions and charges the vendors for the downloading of the bid documents from our website. A vendor can register on our site at no charge. This gives them access to view project advertisements, receive notifications for projects that match their company registration, and receive addendum updates for any projects that they have viewed on our website. If a vendor wants to download the bid documents for a single electronic bidding process or reverse auction, the fee is \$49.99. If a vendor gets the documents from another source, they can navigate to our page and place electronic bids at no cost. If a vendor wants unlimited access to Central Bidding, including the downloading of all the bid documents, the fees are \$499.99 for six months and \$699.99 for one year. This pricing model encompasses all the fees that a vendor pays for electronic bidding and reverse auctions with Central Bidding, there are no additional fees or percentages for either of these services. If you have any additional questions, please feel free to let me know.


Thank you,
Finley

Finley Ward
CENTRAL BIDDING
225.333.9572 ~ mobile
225.810.4814 ~ office
finley@centralbidding.com
www.centralbidding.com



MEMORANDUM

To: Choklwe Antar Lumumba, Mayor
Mayor of Jackson

From: Dr. Charles Hatcher, Director 
Department of Administration

Date: March 12, 2018

Re: Central Auction House dba Central Bidding
State Contract No. 4029 for Reverse Auction Service

We are requesting to utilize in a contract the service of Central Auction House dba/ Central Bidding, from State RFP Number 4029, after reviewing the other vendor services and cost to us and the vendors. The State Legislature has requested all various governmental entities and municipalizes utilize the services for acquiring any commodity or equipment to utilize the State requirement of the DRRB with the exemption of the City from the Reverse Auction Services, or make use of one the approved vendors. We have selected this company, Central Auction House dba/ Central Bidding, because they offered the most reasonable for the vendors receiving of the bid submission along with the Reverse Auctioneering Service for the vendor to the City.

The cost associated with this service is picked-up at a reasonable cost to the various vendors in a purchase of downloading the document only, I am recommending the acceptance of the State RFP Number 4029 from the vendor Central Auction House dba Central Bidding, which is located in Mississippi, as the best service provider for the City of Jackson.

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 CENTRAL AUCTION HOUSE D/B/A CENTRAL BIDDING FOR THE CITY OF JACKSON'S REVERSE AUCTION SERVICES is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

4/3/18

DATE

OFFICE OF THE CITY ATTORNEY
4/13/18
Roslyn Griffin

OFFICE OF THE CITY ATTORNEY
Rudolph
3/12/18

ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2018 AND ENDING JULY 14, 2019.

WHEREAS, the Environmental System Research Institute, Incorporated's ("ESRI") standard mapping software is currently utilized by the Information Systems Division of the Department of Administration; and

WHEREAS, the existing software maintenance agreement for the City's ESRI software expires on July 14, 2018; and

WHEREAS, in order to ensure the continued maintenance of the City's ESRI software, it is necessary to execute another maintenance agreement with ESRI, Inc.; and

WHEREAS, ESRI, Inc., has proposed to perform one year of maintenance service to the City's ESRI software, as well as perform needed service upgrades to said software to ensure the City is in line with current standards, at a cost not to exceed nineteen thousand and four hundred and ninety-four dollars and 0/100 cents (\$19,494.00) for a term period beginning July 15, 2018 and ending July 14, 2019; and

WHEREAS, the Information Systems Division of the Department of Administration recommends the execution of a software maintenance agreement with ESRI, Inc., to ensure the continued use and utilization of the City's ESRI software.

IT IS THEREFORE, ORDERED, that the Mayor is authorized to execute, and the City Clerk to attest, a maintenance agreement with ESRI, Inc., to provide maintenance and service upgrades to the City's ESRI software, at a cost not to exceed nineteen thousand and four hundred and ninety-four dollars and 0/100 cents (\$19,494.00) for a term period beginning July 15, 2018 and ending July 14, 2019.

Item #11
Date: 4/10/18
By: Hatcher, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/28/17

DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	Authority to allow the Mayor to execute and City Clerk to attest to an software maintenance agreement with ESRI, Inc.	
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	Youth & Education, Crime Prevention, Changes in City Government, Neighborhood Enhancement, Economic Development, Infrastructure and Transportation, and Quality of Life	
3.	Who/What will be affected	City of Jackson will benefit from this agreement because it will allow it to better use our ESRI software.	
4.	Benefits	ArcNews, ESRI's Quarterly Newsletter; complimentary registrations to the annual ESRI User Conference; technical support and software updates	
5.	Schedule (Beginning date)	July 15, 2018	
6.	Location: <input type="checkbox"/> WARD <input type="checkbox"/> CITYWIDE (yes or no) (area) <input type="checkbox"/> Project limits if applicable	Yes	
7.	Action initiated by: <input type="checkbox"/> City Department <input checked="" type="checkbox"/> <input type="checkbox"/> Consultant	Administration	
8.	COST	\$19,494.00	
9.	Source of Funding <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> <input type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	Account# 004.904.00.6464	
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>	

3/19

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
3/19/2018

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AND CITY CLERK TO ATTEST, A MAINTENANCE AGREEMENT WITH ESRI, INC., TO PROVIDE MAINTENANCE AND SERVICE UPGRADES TO THE CITY'S ESRI SOFTWARE, FOR A TERM PERIOD BEGINNING JULY 15, 2018 AND ENDING JULY 14, 2019** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 

3/20/18

DATE



MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Charles Hatcher, Ph.D, Director *CHH 3/21/18*
Department of Administration

SUBJECT: ESRI'S Software Maintenance Agreement

DATE: February 26, 2018

Geographic Information Systems uses Environmental System Research Institute, Inc. ("ESRI") mapping software to combine mapping with database to generate maps and reports that can help users to improve planning and decision making. The software maintenance agreement on the ESRI's software will expire on July 14, 2018 and will need to be renewed. The cost of renewal is \$19,494.00. The renewal term will be July 15, 2018 through July 14, 2019.

This software maintenance agreement provides the following benefits: technical support, software updates and complimentary registrations to the annual ESRI User Conference. These services will ensure the Department is aware of the most rapid advancements in GIS technology and also will ensure the Department's successful use of ESRI software.

Based on the above, the Department recommends that we enter into a one year software maintenance agreement with ESRI to provide maintenance service and upgrades at a cost of \$19,494.00.

CH/ew



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45757972

Quotation

Date: 02/20/2018

Quotation Number: 25833328

Contract Number: 2003MPA6052

City of Jackson
Administration Dept
Information Systems Div
353 S Congress St
Jackson MS 39201
Attn: Eugene Watt
Customer Number: 10488

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Melissa Mulcahy

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/15/2018 End Date: 07/14/2019	3,030.00	3,030.00
1010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/15/2018 End Date: 07/14/2019	1,212.00	6,060.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2018 End Date: 07/14/2019	505.00	505.00
3010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/15/2018 End Date: 07/14/2019	505.00	505.00
4010	1	100571	505.00	505.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Melissa Mulcahy **Ext:** 7972

[MULCAHYM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45757972

Quotation

Page 3

Date: 02/20/2018

Quotation Number: 25833328

Contract Number: 2003MPA6052

Item Qty Material#

Unit Price

Extended Price

ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance
Item equals \$3,000.00 of the bundled price.
Start Date: 07/15/2018
End Date: 07/14/2019

Item Subtotal	19,494.00
Estimated Tax	0.00
Total	USD 19,494.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

OFFICE OF THE CITY ATTORNEY
Kishan Jha
3/19/2018

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

WHEREAS, on December 5, 2017, the governing authorities for the City of Jackson authorized the Mayor to execute a vegetation abatement agreement with EDKO, LLC; and,

WHEREAS, shortly after obtaining Council approval, it was discovered the price of the agreement on the Council Order was incorrectly given as Thirty-Three Thousand and Six Hundred Dollars (\$33,600.00) rather than the correct amount of Thirty-Six Thousand and Six Hundred Dollars (\$36,600.00) and,

WHEREAS, the terms of this agreement were to begin December 1, 2017 and that date has passed.

IT IS HEREBY ORDERED THAT, the December 5, 2017 order authorizing the Mayor to execute an agreement with EDKO LLC., be rescinded as indicated.

Item #12
Date: 4/10/18
By: Hatcher, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/13/18

DATE

P O I N T S		C O M M E N T S						
1.	Brief Description/Purpose	To rescind Edko, LLC order of December 5, 2017						
2.	Purpose	To provide vegetation abatement maintenance to 28 City of Jackson tower sites and 2 water tank locations						
3.	Who will be affected	All City of Jackson						
4.	Benefits	To manage the vegetation abatement around the tower and tank 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: Dr. Charles Hatcher *CH*
Director of Administration

DATE: March 13, 2018

RE: Rescind an Order to enter into a Maintenance Agreement with EDKO

On December 5, 2017, the City Council authorized the Mayor to execute a Vegetation Abatement Agreement with EDKO, LLC.

After obtaining Council approval, it was discovered the price of the agreement on the Council Order was incorrectly given as Thirty-Three Thousand and Six Hundred Dollars (\$33,600.00) rather than the correct amount of Thirty-Six Thousand and Six Hundred Dollars (\$36,600.00) and terms of this agreement were to begin December 1, 2017 which has expired.


Telecommunications is asking the Council to rescind that order so that it may proceed with a corrected order to have EDKO move forward with a correct Agreement.

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 RESCIND AN ORDER 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.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* *RNG*

3/20/18

DATE

OFFICE OF THE CITY ATTORNEY
Roslyn Griffin
3/20/18

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

OFFICE OF THE CITY ATTORNEY
Basim
3/11/18

WHEREAS, the City of Jackson owns twenty eight (28) City of Jackson tower sites and two (2) City of Jackson water tanks that have cellular equipment attached to them; and

WHEREAS, as the owner of the tower sites, the City of Jackson has a duty to maintain the sites and ensure that vegetation is properly maintained; and

WHEREAS, based on this understanding, the Telecommunications Department solicited quotes from vegetation abatement services from EDKO, LLC and Weed Pro, LLC; and

WHEREAS, EDKO, LLC provided the lowest and best quote; and

WHEREAS, Edko, LLC will provide one year maintenance agreement that shall provide vegetation abatement, trash removal with insect and rodent control for each City of Jackson tower site; and

WHEREAS, the cost of the service shall be Thirty Six Thousand and Six Hundred Dollars (\$36,600.00) and no cents; and

WHEREAS, the term of this agreement shall be April 1, 2018 through March 31, 2019; and

WHEREAS, this maintenance agreement shall include two (2) additional one-year renewal options.

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 of Thirty Six Thousand and Six Hundred Dollars (\$36,600.00) beginning on April 1, 2018 and lasting through March 31, 2019.

Item #13
Date: 4/10/18
By: Hatcher, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/13/18


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 vegetation abatement maintenance to 28 City of Jackson tower sites and 2 water tank locations			
3.	Who will be affected	All City of Jackson			
4.	Benefits	To manage the vegetation abatement around the tower and tank 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 _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___	X X X X X



MEMORANDUM

TO: Mayor, Chokwe Antar Lumumba

FROM: Dr. Charles Hatcher
Director of Administration 

DATE: March 13, 2018

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

The City of Jackson own twenty eight (28) tower sites and two (2) water tanks utilized by Five (5) cellular provider. Each company requires regular vegetation abatement including waste removal, rodent and insect infestation control. By use of these properties, the Telecommunications Division is under contractual obligation to deliver these services to every cellular vendor providing wireless communications to all citizens of Jackson.

The Telecommunications Division solicited quoted for vegetation abatement services and received responses from EDKO, LLC and Weed Pro, LLC. EDKO won with the lowest quote of Thirty Six Thousand and Six Hundred Dollars (\$36,600.00).

This cost is for a one year term with Two (2) additional one year renewal options.

Please let us know if there are any questions.

3/19/18

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
3/19/2018

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.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* 

3/20/18

DATE



OFFICE OF THE CITY ATTORNEY
Harris
3/8/18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOB BRADY LITTLE LEAGUE #10 D/B/A PRECIOUS TYMES FOUNDATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT LEAVELL WOODS PARK. (WARD 6) (HARRIS, LUMUMBA)

WHEREAS, the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation has partnered with City of Jackson, Mississippi (“City”), since April 1, 2016, as the management group for the athletic fields at Leavell Woods Park located at 347 Dona Drive in Jackson, Mississippi (“Fields”); and

WHEREAS, the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation provided the City proof of liability insurance in the amount of one million dollars (\$1,000,000), and added the City as an additional insured, but only for liability caused, in whole or in part, by the acts and omissions of Bob Braddy Little League #10 d/b/a Precious Tymes Foundation; and

WHEREAS, Bob Braddy Little League #10 d/b/a Precious Tymes Foundation abided by all prior mutual agreements with the City; and

WHEREAS, Bob Braddy Little League #10 d/b/a Precious Tymes Foundation shall operate its Youth Sports Program and use the Fields in accordance with the rules and regulations established by its Youth Association Charter and the City.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Facilities Use Agreement with Bob Braddy Little League #10 d/b/a Precious Tymes Foundation governing its use of the athletic fields at Leavell Woods Park for the period commencing on the last date of execution and ending on January 1, 2019, unless terminated earlier.

IT IS FURTHER ORDERED that a copy of said agreement be filed for record with the City Clerk.

ITEM #: 14
DATE: 04/10/18
BY: HARRIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-27-18
DATE

POINTS		COMMENTS																																																		
1.	Brief Description	This is a yearly contract renewal with one of our youth sports associations for the use of athletic fields at the Leavell Woods Park, for league play.																																																		
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	Youth & Education, Crime Prevention, Neighborhood Enhancement, Economic Development, Quality of Life																																																		
3.	Who will be affected	Youth in the South Jackson area.																																																		
4.	Benefits	Provides the youth of the City of Jackson, with facilities where they can participate in youth baseball and softball activities.																																																		
5.	Schedule (beginning date)	Upon the last date of execution of an agreement by both parties.																																																		
6.	Location: ▪ WARD ▪ CITYWIDE (<u>yes</u> or no) (area) ▪ Project limits if applicable	6																																																		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Parks & Recreation Department																																																		
8.	COST	None																																																		
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																																																			
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>100</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>%</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>%</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>%</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>%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	100	%	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	100	%	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	___																																											

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



"The Bold New City"



Memo

To: The Honorable Mayor Chokwe A. Lumumba
From: Ison B. Harris, Jr. Director, Department of Parks & Recreation *IBH*
Date: February 27, 2018
Re: Facility Use Agreement - Precious Tymes Foundation

The attached agenda item is a Facility Use Agreement between the City and the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation, for utilizing a City owned facility for baseball fields. The agreement defines the respective responsibilities of both the City and the Bob Braddy Little League #10 d/b/a Precious Tymes Foundation.

The City will provide the physical facility, while the organization provides the necessary staff to make the program a success.

IBHjr/pb

3/18/18

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
3/15/18

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES USE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND THE BOB BRADDY LITTLE LEAGUE #10 D/B/A PRECIOUS TYMES FOUNDATION FOR USE OF CITY-OWNED ATHLETIC FIELDS LOCATED AT LEAVELL WOODS PARK (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Roslyn Griffin, *Deputy City Attorney* RUG

3/15/18

DATE

OFFICE OF THE CITY ATTORNEY
235 J/20/18

ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON May 05, 2018

WHEREAS, the City of Jackson routinely receives and recovers lost, stolen, and abandoned motor vehicles and equipment which must be disposed of pursuant to the procedure set forth in Section 21-39-21, Mississippi Code of 1972, as Amended; and

WHEREAS, the governing authorities of the City of Jackson approved on March 12, 2018 the sale of motor vehicles and equipment available pursuant to Section 21-39-21, Mississippi Code of 1972, as amended, at a public auction to be held on May 05, 2018; and

WHEREAS, it is required under said statute to sell lost, stolen, abandoned, or misplaced motor vehicles and equipment at a public auction; and

WHEREAS, a list of said motor vehicles and equipment sold at a public auction will be filed with the City Clerk and posted in accordance with Section 21-39-21, Mississippi Code of 1972, as Amended.

IT IS HEREBY ORDERED that motor vehicles and equipment available for sale be sold at a public auction to be held at 4225-C Michael Avalon Street on **May 05, 2018**.

IT IS FURTHER ORDERED, that the Jackson Police Department's designee be authorized to sign the necessary documents to effectuate the sale of the vehicles and equipment which are sold at the auction.

APPROVED FOR AGENDA

Item # 15
Agenda Date: 04/10/18

By: MOORE, LUMUMBA

Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39201-0017
Telephone: 601 960 1217

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: **Anthony L. Moore, Chief of Police** *AM 3/16/18*

Date: **March 12, 2018**

Re: **City Wide-Public Vehicle/ Equipment Auction**

The attached is a list of vehicles and equipment that are eligible for sale according to the Mississippi State Statute code of 1972, Section 21-39-21.

I respectfully request that these vehicles / items be sold at the **May 05, 2018** City Wide- Public Auction, to be held at 4225 Michael Avalon Street; Jackson MS 39213.

Thank you for your prompt consideration in this matter.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **March 12, 2018**

DATE


P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Order authorizing the sale of lost, stolen, abandoned or misplaced property at a public auction on May 05, 2018 in order to dispose of surplus property at City Impound Lot and bring revenue to the City of Jackson					
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	Crime Prevention, Neighborhood Enhancement					
3.	Who will be affected	City of Jackson Police Department					
4.	Benefits	Clear space at the Impound Lot of the City of Jackson and bring additional revenue to the City					
5.	Schedule (beginning date)	May 05, 2018					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no)(area) ▪ Project limits if applicable	All Wards Yes, city wide					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department					
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 _____
		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
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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SALE OF LOST, STOLEN, ABANDONED, AND MISPLACED MOTOR VEHICLES AND EQUIPMENT AT A PUBLIC AUCTION ON MAY 05, 2018** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Gregory Burnett, *Deputy City Attorney* RB

3/20/18
DATE

OFFICE OF THE CITY ATTORNEY
RB
3/20/18

**These vehicles are at 4225 Michael Avalon Street, City of Jackson
Impound Lot and will be Auction off May 5, 2018.**

INVENTORY #	CAR YEAR	MAKE /MODEL	VIN#
17582	2005	DODGE RAM	1D7HA18N65S125527
18201	2000	BUICK LESABRE	1G4HP54KXY4215697
21821	2012	NISSAN ALTIMA	1N4AL2AP6CN461946
22452	1996	DODGE RAM	1B7JF26Y7TJ195430
22667	2000	CHEVY 2500	1GCGC24U9Y327311
22731	2004	MERCURY MARQUIS	2MEFM74W64X686928
22767	2002	LINCOLN LS	1LNHM86S32Y679129
24123	2000	NISSAN FRONTIER	1N6DD26S4YC341516
24227	2003	CHEVY TRAILBLAZER	1GNDS13S632270414
24452	2000	FORD FOCUS	3FAFP3133YR191737
24468	2008	JEEP PATRIOT	1J8FT280X8D606193
24507	2006	NISSAN ALTIMA	1N4AL11E76C123044
24516	2005	FORD CROWN VIC	2FAFP71W85X143861
24582	2000	LINCOLN TOWN CAR	1LNHM81W0YY805367
24833	1990	TOYOTA COROLLA	1NXAE94A9LZ160416
24918	1994	VOLVO 940	YV1JS8317R1184033
24975	2000	CHEVY IMPALA	2G1WH55K6Y9164597
24989	2003	JEEP CHEROKEE	1J4GX48S13C581335
25035	2004	NISSAN MAXIMA	1N4BA41E54C925875
25085	1995	TOYOTA CAMRY	4T1SK12E2SU528499
25183	2011	DODGE RAM	1D7RB1GP9BS672775
25234	2011	HYUNDAI SONATA	5NPEC4AB9BH305135
25278	2001	BUICK REGAL	2G4WB55K711157618
25332	1995	TOYOTA CAMRY	4T1SK12E8SU575598
25403	2010	HONDA ACCORD	1HGCP2F79AA055312
25414	2000	TOYOTA CAMRY	JT2BG22K4Y0429757
25436	2006	PONTIAC TORRENT	2CKDL63F966065319
25441	1997	PLYMOUTH VOYAGR	2P4GP4430VR167635
25642	2004	CHEVY TAHOE	1GNEC13Z74R214022
25681	2005	FORD ESCAPE	1FMYU92Z15KB52643
25700	1990	CHEVY 1500	2GCEC19K6L1181170
25748	2000	FORD CONTOUR	1FAFP66L8YK109158
25897	2001	CHEVY IMPALA	2G1WF52E219284794
25919	2005	HONDA ACCORD	1HGCM56825A158533
25956	1990	NISSAN TRUCK	1N6SD16S0LC318535
26019	1998	HONDA CIVIC	1HGEJ8144WL107905
26022	2005	GMC YUKON	1GKEC13Z95J256821
26025	2014	BMW 328I	WBA3A5G58ENN66312
26031	2006	HONDA ACCORD	1HGCM56776A130283
26079	1995	CHEVY CAVALIER	1G1JF5244S7181929
26108	1987	GMC SIERRA	1GTDR14H0HF703216
26110	2004	BUICK RAINER	5GADS13S542261375

**These vehicles are at 4225 Michael Avalon Street, City of Jackson
Impound Lot and will be Auction off May 5, 2018.**

26136	2004	BUICK RENDEZVOUS	3G5DA03E64S510106
26151	2003	FORD FOCUS	1FAFP38343W125841
26154	2011	FORD FEISTA	3FADP4BJXB178238
26166	1997	FORD EXPLORER	1FMDU32XXVUA88083
26169	2000	CHEVY SUBURBAN	3GNEC16T4YG163866
26175	2003	BUICK LESABRE	1G4HP52K234178804
26182	2010	FORD F150	1FTFW1EV6AKA26773
26183	2002	FORD EXPLORER	1FMYU60E32UC29298
26193	2002	BUICK RENDEZVOUS	3G5DA03E62S544608
26197	1999	FORD EXPEDITION	1FMRU1761XLA25117
26202	1999	TOYOTA COROLLA	1NXBR12E2XZ223233
26213	2001	GMC YUKON	3GKEC16T91G171786
26225	2010	FORD CROWN VIC	2FABP7BVXAX131791
26238	2005	CHRYSLER 300	2C3JA53G35H121006
26251	2014	HONDA ACCORD	1HGCR2F32EA292107
26285	1995	HONDA CIVIC	1HGCD7239SA001681
26295	1997	FORD F150	1FTDF1720VNB74304
26304	2013	NISSAN ALTIMA	1N4AL3AP7DC213059
26309	1999	MERCURY VILLAGER	4M2XV11T9XDJ40821
26319	2012	ACURA TSX	JH4CU2F8XCC001684
26321	1994	FORD F150	1FTEX15Y8RKB29188
26323	1998	BUICK LESABRE	1G4HR52K0WH435966
26333	1999	GMC JIMMY	1GKCS13W3X2524713
26336	2010	NISSAN ALTIMA	1N4AL2AP4AN442891
26339	1992	CHEVY SILVERADO	1GBDC14K9NZ202062
26346	1999	FORD EXPLORER	1FMYU22X4XUC67315
26352	2003	CHRYSLER SEBRING	1C3EL46X93N527071
26353	2008	CHEVY EQUINOX	2CNDL13F386007666
26355	2001	CHEVY TAHOE	1GNEC13T91R182164
26357	2004	CHEVY IMPALA	2G1WF52E549410408
26359	1982	OLDSMOBILE CUTLASS	1G3AM4781CM430967
26366	1999	TOYOTA AVALON	4T1BF18B6XU349083
26368	1997	NISSAN MAXIMA	JN1CA21D5VM528854
26374	1996	CHEVY SILVERADO	1GCEC19R4TE109024
26376	2001	BMW 325CI	WBABN33461JW56089
26377	2004	CHEVY VENTURE	1GNDX13E34D266984
26380	1999	MERCURY MARQUIS	2MEFM75W9XX631540
26420	2004	KIA OPTIMA	KNAGD128245264452
26461	1996	FORD EXPLORER	1FMDU32P9TZB29514
26464	1989	FORD F150	1FTDF15N7KNB63955
26470	1991	HONDA ACCORD	1HGCB7169MA009817
26479	2001	MAZDA MILLENIA	JM1TA22191171245
26481	2001	CHRYSLER SEBRING	1C3EL56U31N500876

**These vehicles are at 4225 Michael Avalon Street, City of Jackson
Impound Lot and will be Auction off May 5, 2018.**

26499	2005	PONTIAC G6	1G2ZG528054141982
26506	2003	HONDA CIVIC	1HGEM22963L064663
26507	2004	KIA OPTIMA	KNAGD126745296621
26509	2005	HYUNDAI SONATA	KMHWF35H15A111582
26512	2005	HONDA CIVIC	2HGES16545H601960
26513	1999	HONDA CIVIC	2HJEJ6613XH543811
26521	2000	NISSAN MAXIMA	JN1CA31D8YT747596
26523	2009	CHRYSLER 300	2C3KA53V49H633978
26525	2001	FORD TAURUS	1FAFP56S91A279266
26527	2004	PONTIAC GRAND PRIX	2G2WR524441130312
26541	1998	FORD MUSTANG	1FAFP4041WF156222
26544	2010	NISSAN ROGUE	JN8AS5MV9AW112347
26556	2003	FORD FOCUS	1FAFP34P73W195262
26571	2000	MERCEDEZ CLK320	WDBLJ65G5YF159672
26573	2002	FORD TAURUS	1FAHP55U52G220886
26584	2003	CHEVY S10	1GCCS19H738220845
26596	2000	PONTIAC GRAND PRIX	1G2WP52K8YF243845
26598	2003	NISSAN ALTIMA	1N4AL11D63C268689
26602	1993	CHEVY SILVERADO	2GCEC19K8P1141727
26603	2002	HYUNDAI ACCENT	KMHCG45C62U266794
26618	2006	HONDA ACCORD	1HGCM56876A060874
26625	2010	NISSAN ALTIMA	1N4AL2AP5AN426523
26628	1993	TOYOTA COROLLA	1NXAE04E9PZ086998
26630	2006	CHEVY EQUINOX	2CNDL63F166130036
26635	2003	CHEVY AVALANCHE	3GNEC13T13G312005
26637	2003	DODGE NEON	1B3ES56C93D188742
26643	2000	MERCURY MARQUIS	2MEFM75WXYX659655
26651	2000	BUICK LESABRE	1G4HP54K7Y4198423
26652	2000	LINCOLN CONTINENTAL	1LNHM97V9YY778268
26658	2008	CHEVY IMPALA	2G1WT55K489156433
26659	2003	MERCEDES E320	WDBUF65J93A146186
26661	2000	TOYOTA 4RUNNER	JT3GM84R5Y0067431
26700	1999	LEXUS ES300	JT8BF28G6X5069162
26724	2013	FORD F150	1FTFW1EF1DFD63423
26746	1997	LINCOLN MK8	1LNL91VXVY650944
26750	2005	MERCEDES C240	WDBRF81J75F678842
26772	2001	LINCOLN TOWNCAR	1LNHM82W31Y629774
26774	2000	PONTIAC GRAND AM	1G2NF52T3YM752356
26780	1999	SATURN SL	1G8ZH5280XZ360787
26799	2006	CHEVY IMPALA	2G1WB58K869337305
26811	1997	PONTIAC SUNFIRE	1G2JB5248V7602837
26825	1999	TOYOTA CAMRY	4T1BG22K2XU862925
26844	2004	CHEVY IMPALA	2G1WF55K649417935

**These vehicles are at 4225 Michael Avalon Street, City of Jackson
Impound Lot and will be Auction off May 5, 2018.**

26863	2000	HONDA ACCORD	1HGCG1655YA038459
26870	1994	TOYOTA COROLLA	2T1AE09B0RC054802
26872	1999	TOYOTA CAMRY	4T1BG22K4XU402620
26885	1998	OLDSMOBILE AURORA	1G3GR62C6W4100152
26893	1992	CHEVY CORSICA	1G1LT53TONY267275
26895	2004	NISSAN XTERRA	5N1ED28T04C615247
26901	1997	FORD EXPEDITION	1FMEU17L9VLC07892
26905	1997	BUICK LESABRE	1G4HP52K7VH520534
26915	2008	TOYOTA MATRIX	2T1KR30E28C699287
26938	2005	KIA SEDONA	KNDUP132056702842
26945	2005	NISSAN ALTIMA	1N4AL11D25C211943
26962	2001	HONDA ODYSSEY	2HKRL18611H517566
26975	1999	SATURN ION	1G8ZH5280XZ264075
26980	2005	JEEP CHEROKEE	1J4GS48K05C545668
26990	2003	CHEVY SUBURBAN	1GNEC16Z53J108709
26993	2005	DODGE DAKOTA	1D7HE48N95S211887
26994	1999	LINCOLN NAVIGATOR	5LMPU28L2XLJ04441
27049	1999	LEXUS ES300	JT8BF28GXX0225961
27054	2000	CADILLAC SEVILLE	1G6KY5493YU208792
27072	1999	MERCURY MOUNTAINEER	4M2ZU52E8XUJ16514
27081	2000	TOYOTA CAMRY	4T1BG22K7YU635635
27083	1999	CHEVY MONTE CARLO	2G1WX12K7X9195629
27101	2003	CHEVY MONTE CARLO	2G1WX12K739309333
27107	1998	CHEVY 1500	1GCEC14W5WZ191601
27110	1991	CHEVY S10	1GCCS14A5M8273250
27119	1995	FORD CROWN VIC	2FALP71W1SX136121
27124	2000	NISSAN XTERRA	5N1ED28T6YC505938
27129	2005	FORD TAURUS	1FAFP53205A156515
27132	2007	CHEVY MALIBU	1G1ZS58F07F153579
27139	1999	INFINITI Q45	JNKBY31A3XM602693
27165	2003	CADILLAC CTS	1G6DM57N930157361
27170	2003	FORD TAURUS	1FAFP55263A156559
27199	1995	CHEVY LUMINA	2G1WL52MXS9140136
27201	1998	CHEVY 1500	2GCEK19R0W1219786
27224	1999	DODGE CARAVAN	2B4GP44G5XR423789
27236	1999	FORD EXPLORER	1FMZU32XXXZA71781
27246	2005	HYUNDAI ELANTRA	KMHDN46DX5U945084
27277	2005	LINCOLN TOWNCAR	1LNHM81WX5Y627950
27301	2008	PONTIAC GRAND PRIX	2G2WP552081160543
27312	2005	DODGE STRATUS	1B3EL46X15N651092
27332	1992	FREIGHTLINE SEMI TRUCK	1FUYPDYB5NH518872
27336	1999	HONDA ACCORD	1HGCG1653XA019374
27345	1998	HONDA ACCORD	1HGCG5654WA098804

**These vehicles are at 4225 Michael Avalon Street, City of Jackson
Impound Lot and will be Auction off May 5, 2018.**

27397	2006	FORD FUSION	3FAHP07Z76R232788
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ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 NATIONAL SEXUAL ASSAULT KIT INITIATIVE (SAKI) FUNDING ANNOUNCEMENT ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$3,000,000.00.

WHEREAS, the City of Jackson has been granted the opportunity to apply for the 2018 National Sexual Assault Kit Initiative (SAKI) funding announcement administered by the United States Department of Justice; and

WHEREAS, if awarded, the city of Jackson will receive an allocation from the United States Department of Justice, Office of Justice Programs; and

WHEREAS, grant funds will be used, by the City of Jackson, for the purpose of supporting multidisciplinary community response teams inventory, track, and test previously unsubmitted Sexual Assault Kits (SAKs) of the Jackson Police Department; and

WHEREAS, the 2018 National Sexual Assault Kit Initiative (SAKI) Bureau of Justice Assistance grant requires no matching funds.

IT IS, HEREBY, ORDERED that the Mayor is authorized to submit an application for the 2018 National Sexual Assault Kit Initiative (SAKI) Bureau of Justice Assistance grant for the amount of \$3,000,000 and that the mayor is further authorized to accept said grant award.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant if it is awarded.

APPROVED FOR AGENDA:

Agenda date 16
Agenda item# 04/10/18
By: LUMUMBA, MOORE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 15, 2018

DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	Order Authorizing The Mayor's submission and acceptance of the 2018 National Sexual Assault Kit Initiative (SAKI) funding announcement administrated by the United States Department Of Justice, Bureau of Justice Assistance in the amount of \$3,000,000.00.				
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 	Crime Prevention				
3.	Who will be affected	City of Jackson				
4.	Benefits	To provide officers with the necessary technology to proactively fight crime with increased efficiency.				
5.	Schedule (beginning date)	As per grant guidelines				
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE				
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department				
8.	COST	No matching funds required.				
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"/> 	United States Department Of Justice				
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: Anthony L. Moore, Chief of Police *ALM 3/15/18*

Subject: **FY 2018 National Sexual Assault Kit Initiative (SAKI) Grant Program**

Date: March 15, 2018

The Jackson Police Department has been granted the opportunity to apply for the 2018 National Sexual Assault Kit Initiative (SAKI) Grant Program totaling \$3,000,000.00.

There are no matching funds required by the City of Jackson. The funds received by the City of Jackson will be used to support multidisciplinary community response teams to:

- inventory, track, and test previously unsubmitted Sexual Assault Kits (SAKs)
- produce necessary protocols and policies in support of improved coordination and collaboration among laboratories, police, prosecutors, and victim service providers;
- provide resources to address the sexual assault investigations and prosecutions that result from evidence and CODISH its produced by tested SAKs; and
- optimize victim notification protocols and services for the Jackson Police Department.

We respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 NATIONAL SEXUAL ASSAULT KIT INITIATIVE (SAKI) FUNDING ANNOUNCEMENT ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$3,000,000.00** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Gregory Burnett, *Deputy City Attorney* JB

3/30/18

DATE

OFFICE OF THE CITY ATTORNEY
2018 3/21/18

OFFICE OF THE CITY ATTORNEY
3/27/18

ORDER AUTHORIZING THE MAYOR'S SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF THE GRANT FOR THE 2018 BULLET PROOF VEST FUNDING PROGRAM ADMINSTRATED BY UNITED STATES DEPARTMENT OF JUSTICE.

WHEREAS, the City of Jackson has been granted the opportunity to apply for the fiscal year 2018 Bullet Proof Vest Funding Program administered by the United States Department of Justice; and

WHEREAS, if awarded the City of Jackson will receive allocation in the amount of \$132,050.00 from the United States Department of Justice, Bureau of Justice Assistance for funding bullet proof vests; and

WHEREAS, the 2018 Bullet Proof Vest Funding Program requires a 50% Match.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit an application for the Fiscal Year 2018 Bullet Proof Vest Funding Program.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant if it is awarded.

APPROVED FOR AGENDA:

Agenda date 17
Agenda item# 4/10/18
By: LUMUMBA, MOORE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 21, 2018

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order authorizing the Mayor's submission and acceptance of the 2018 Bullet Proof Vest Funding Program administered by the United States Department of Justice, Bureau of Justice Assistance in the amount of \$132,050.00.
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 	Crime Prevention
3.	Who will be affected	City of Jackson
4.	Benefits	To provide officers with protective equipment necessary for safe and efficient operations.
5.	Schedule (beginning date)	As per grant guidelines
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	ALL WARDS CITY WIDE
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Jackson Police Department
8.	COST	50% Match of \$132,050.00
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"/> 	General Fund Account No. 001442666217 and Grant from United States Department of Justice
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: Chokwe A. Lumumba, Mayor

From: Anthony L. Moore, Chief of Police *ALM 3/21/18*

Subject: **FY 2016 Bullet Proof Vest Application Funding Program**

Date: March 21, 2018

The Jackson Police Department has been granted the opportunity to apply for the 2016 Bullet Proof Vest Funding Program. This award will be used to provide officers with protective equipment necessary for safe and efficient operations. Funds through this award will be used to purchase bullet proof vests for our officers. There is a \$132,050. (50% match requirement) to participate in this program.


We respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 BULLET PROOF VEST FUNDING PROGRAM ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Gregory Burnett, *Deputy City Attorney* RB

3/30/18
DATE

OFFICE OF THE CITY ATTORNEY
RB
3/27/18



OFFICE OF THE CITY ATTORNEY
W. S. Owens

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH DIGITEC FOR A CANON IMAGE RUNNER ADVANCE C3525I COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON INTERNAL AFFAIRS DIVISION

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement for a Canon Image Runner Advance Imaging System Copier/Printer to be housed in the Jackson Fire Department, Arson Internal Affairs; and

WHEREAS, Digitec, provides through, state contract 8200031426, a Canon Imagine Runner Advance Imaging System Copier/Printer

IT IS HEREBY ORDERED, that the Mayor be authorized to execute the necessary documents with Digitec, providing for a 48-month rental of a Canon Imagine Runner Advance Imaging System Copier/Printer, at a cost of \$99.00 per month and \$0.0085 per b/w page and \$0.0436 per color page, which includes, all labor, parts, toner, developer drums, staples and travel.

IT IS FURTHER ORDERED that payment for said rental be made from the General Fund.

APPROVED FOR AGENDA:

	Initials	Date
PURCHASING MANAGER	_____	_____
DIRECTOR	_____	_____
FINANCE	_____	_____
BUDGETED: YES _____ NO _____	_____	001-441-10-6514
EBO	_____	_____
LEGAL	_____	_____
CAO	_____	_____
MAYOR'S OFFICE	_____	_____

ITEM # **18**
04/10/18

AGENDA DATE: _____
BY: OWENS, LUMUMBA

AE
02/27/2018

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 27, 2018
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	Canon image Runner Advance C3525i Imaging System
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	3,5,7
3.	Who will be affected	Citizens of Jackson and the metro area
4.	Benefits	To enhance efficiency and work productivity
5.	Schedule (beginning date)	Delivery upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Materials copied will be used throughout the City of Jackson and metro area.
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Fire Department
8.	COST	48 month rental @ \$99.00 monthly (B/W @ \$0.0085 per page & Color @ \$0.0436 per page)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001441106514
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: Chokwe A. Lumumba, Mayor
FROM: Willie Owens, Fire Chief
DATE: February 27, 2018
RE: Request for Copier Rental

The Arson Internal Affairs Division of the Jackson Fire Department copier contract have expired on their current copier; therefore, we are requesting an upgrade of the current machine. This upgrade will be both cost efficient and work productive in this division. We have decided to use Digitec who has provided us with most the affordable price. The lease option is 48-months @ \$99.00 per month which includes the upgrade to Digitec, Canon image Runner C3525i Copier/Printer. Maintenance support covers all labor, parts, toner, developer, drums, stapler & travel @ \$.0085 per b/w and \$.0436 per color page.

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ae

3/20/18

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
Mississippi
3/20/18

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH DIGITEC FOR A CANON IMAGE RUNNER ADVANCE C3525I COLOR COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT ARSON INTERNAL AFFAIRS DIVISION** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney

Carrie Johnson, Deputy City Attorney 

3/20/18
DATE

Proposal For:

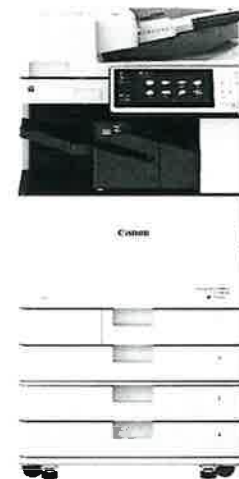
**City of Jackson
Office of Fire Investigations**

Prepared By:
Dustin Carmean

Canon imageRUNNER Advance C3525i Color Imaging System

Features:

- 25 ppm B/W & Color
- 150 Sheet Single Pass Document Feeder
- 2 X 550 Sheet Paper Trays
- Storage Cabinet Console
- Network Printing/ Color Scanning
- Scan to e-mail/folder
- Network Fax System/Email/Desktop
- Wireless LAN
- Mobile Printing (Smartphone/Tablet/Airprint)
- Print from/scan to USB Media Drive
- 1200 X 1200 Dpi Resolution
- Up to 12 X 18 Sheet Size



Canon imageRUNNER Advance 4525i B/W Imaging System

Features:

- 25 pages per minute
- 100 Sheet Auto Document Feeder
- 2 X 550 Sheet Paper Trays
- Storage Cabinet Console
- Network Printing/ Color Scanning
- Scan to e-mail/folder
- Network Fax System/Email/Desktop
- Wireless LAN
- Mobile Printing (Smartphone/Tablet/Airprint)
- Print from/scan to USB Media Drive
- 1200 X 1200 Dpi Resolution
- Up to 12 X 18 Sheet Size



C3525i Rental Option:

48-month: \$99.00/month

60-month: \$84.00/month

4525i Rental Option:

48-month: \$95.00/month

60-month: \$80.00/month

Maintenance Support (Service & Supplies):

All labor, parts, toner, developer, drums, staples and travel will be billed at:

C3525i: \$0.0085 per b/w page and \$0.0436 per color page

4525i: \$0.0095 per page

379
3/20/18
Kidd, Lumumba

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON MEDICAL MALL COMMUNITY DEVELOPMENT CORPORATION FOR THE OPERATION OF THE CITY OF JACKSON'S SENIOR TRANSPORTATION PROGRAM AND TO PROVIDE A MATCHING GRANT OF \$200,000 TO HELP FUND THE PROGRAM(All Wards).

WHEREAS, the City of Jackson, Mississippi ("City of Jackson"), implemented the Senior Transportation Program in 1972, and has continued the provision of said services since that time; and

WHEREAS, during the current fiscal year the City of Jackson served 324 persons in the Senior Transportation Program; and

WHEREAS, the Central Mississippi Planning and Development District/Area Agency on Aging has informed the City of Jackson that it is eligible to receive anticipated federal funds in the amount of One Hundred Twenty Five Thousand and One Hundred and Fifteen Dollars (\$125,115); and

WHEREAS, Mississippi Department of Transportation has informed the City of Jackson that it is eligible to receive federal funds in the amount of Two Hundred Fourteen Thousand and Eight Hundred and Eighty Five Dollars (\$214,885); and

WHEREAS, the City must provide a local cash match in the amount of Forty One Thousand Seven Hundred and Five Dollars (\$41,705) for the grant with Central Mississippi Planning and Development District/Area Agency on Aging; and One Hundred Fifty Eight Thousand Two Hundred Ninety Five Dollars (\$158,295) for the grant with the Mississippi Department of Transportation; for a total local cash match in the amount of Two Hundred Thousand Dollars (\$200,000).

WHEREAS, the Jackson Medical Mall Community Development Corporation has agreed to continue to administer the City of Jackson's Senior Transportation Service by providing the transportation services to elderly citizens pursuant to the terms of the Senior Transportation Program; and

WHEREAS, in exchange for the Jackson Medical Mall Community Development Corporation providing the services, the City of Jackson will provide funding from the above-referenced resources; and

WHEREAS, it is in the best interest of citizens that the Jackson Medical Mall Community Development Corporation be allowed to continue to administer the program as present; and

WHEREAS, it also is in the best interests of citizens that the City of Jackson provide matching funds in the amount of \$200,000 to ensure the continued operation of the program.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an agreement with the Jackson Medical Mall Community Development Corporation for the Senior Transportation Program for a period of one year, October 1, 2018 through September 30, 2019.

Item #19
April 10, 2018
Kidd, Lumumba

IT IS FURTHER ORDERED that pursuant to MS Code 21-19-65, the City of Jackson provide matching funds in the amount of Two Hundred Thousand Dollars (\$200,000) from the General Fund, to be used to fund the program.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/1/2018
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Contractual Agreement with the Jackson Medical Mall Community Development Corporation for the 2018-19 Fiscal Year for the Senior Transportation Program.
2.	Mayoral Priority Addressed <ul style="list-style-type: none"> ○ Public Safety ○ Economic Development ○ Housing ○ Infrastructure ○ Education 	None
3.	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
4.	Who/What will be affected & Benefits	Program improves the quality of life for elderly residents of the City of Jackson.
5.	<ul style="list-style-type: none"> ○ Contract ○ Project (Beginning date) (Completion date)	October 1, 2018 -September 30, 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 Senior Services Division
8.	COST	\$540,000
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	Federal (CMPDD) \$125,115 Federal (MDOT) \$214,885 Local \$200,000 Acct. #125 920.306419
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

MEMO

**TO: The Honorable Chokwe A. Lumumba
Mayor**

FROM: Adriane Kidd, Ed.D., Director 
Department of Human and Cultural Services

DATE: March 1, 2018

**SUBJECT: ORDER AUTHORIZING CONTRACTUAL AGREEMENT WITH THE
JACKSON MEDICAL MALL COMMUNITY DEVELOPMENT
CORPORATION**

This agenda item authorizes the execution of a contractual agreement with the Jackson Medical Mall Community Development Corporation for the Senior Transportation Program in the City of Jackson. The term period is from October 1, 2018 through September 30, 2019. Funding to be applied is as follows: Federal – Central Mississippi Planning and Development District - \$125,115; Federal – Mississippi Department of Transportation - \$214,885; and the City of Jackson – \$200,000. The total cost of the program is \$540,000.

Should you desire additional information, please do not hesitate to notify me.

3/9/18

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

RECEIVED BY THE CITY ATTORNEY
3/13/18
Roslyn Griffin

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON MEDICAL MALL COMMUNITY DEVELOPMENT CORPORATION FOR THE OPERATION OF THE CITY OF JACKSON'S SENIOR TRANSPORTATION PROGRAM AND TO PROVIDE A MATCHING GRANT OF \$200,000 TO HELP FUND THE PROGRAM (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 

3/13/18

DATE

ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2018-2019 FISCAL YEAR (ALL WARDS).

OFFICE OF THE CITY ATTORNEY
3/15/2018

WHEREAS, the City of Jackson has been providing congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals and individuals with disabilities since 1972; and

WHEREAS, the City of Jackson was awarded \$474,910 in grant funds by Central Mississippi Planning and Development District Area Agency on Aging and \$3,071 in State funds to provide congregate meals, home-delivered meals, transportation, and outreach services during the 2017-2018 fiscal year; and

WHEREAS, the City contributed matching funds in the amount of \$333,092 for the 2017-2018 fiscal year; and

WHEREAS, during the current fiscal year, the City of Jackson has served 317 individuals in the Congregate Meals Program, 318 individuals in the Home-Delivered Meals Program, 324 individuals in the Transportation Program, and 1399 individuals its Outreach Services Program; and

WHEREAS, it is in the best interest of the City of Jackson and its citizenry to continue providing the referenced services; and

WHEREAS, it is also in the best interest of the City of Jackson to apply for funding from the Central Mississippi Planning and Development District Area on Aging for the 2018-2019 fiscal year in order to ensure the continued provision of the services;

IT IS HEREBY ORDERED that the Mayor be authorized to submit an application to Central Mississippi Planning and Development District Area Agency on Aging for funding to support the of Congregate Meals, Home-Delivered Meals, Transportation, and Outreach Services Programs for the 2018-2019 fiscal year.

Item #20
Date: April 10, 2018
By: Kidd, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 3/1/2018

POINTS		COMMENTS			
1.	Brief Description/Purpose	Item authorizes Mayor to submit an application to CMPDD Area Agency on Aging for funding to support City's provision of meals, transportation, and outreach services to elderly and disabled (All Wards).			
2.	Public Policy Initiative <ul style="list-style-type: none"> <input type="radio"/> Youth & Education <input type="radio"/> Crime Prevention <input type="radio"/> Changes in City Government <input type="radio"/> Neighborhood Enhancement <input type="radio"/> Economic Development <input type="radio"/> Infrastructure and Transportation <input type="radio"/> Quality of Life 	Quality of Life			
3.	Who will be affected*	Disabled and elderly citizens in the City of Jackson			
4.	Benefits	Programs improve the quality of life for elderly and disabled residents of the City of Jackson.			
5.	Schedule (Beginning date) (Completion date)	Application to be submitted upon council approval. The funding period is October 1, 2018 - September 30, 2019.			
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide			
7.	Action implemented by: <ul style="list-style-type: none"> <input type="radio"/> Mayor's Office <input type="radio"/> City Department <input type="radio"/> Consultant 	Department of Human and Cultural Services Senior Services Division			
8.	COST	City's match to be determined if funds are awarded by CMPDD			
9.	Source of Funding <ul style="list-style-type: none"> <input type="radio"/> General Fund <input type="radio"/> Enterprise <input type="radio"/> Grant <input type="radio"/> Bond Other	Federal State Local Program Income			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

MEMO

**TO: The Honorable Chokwe A. Lumumba, Mayor
City of Jackson**

FROM: Adriane Kidd, Ed.D., Director 
Department of Human and Cultural Services

DATE: March 1, 2018

**SUBJECT: ORDER AUTHORIZING APPLICATION FOR CMPDD
CONTRACTUAL AGREEMENT**

This Order will authorize you to apply to Central Mississippi Planning and Development District for funds to provide Congregate Meals, Home-Delivered Meals, Transportation, and Outreach Services to the elderly/disabled citizens in the City of Jackson. The authority of the governing authorities to apply for the grant is required. Should the grant be awarded, a contract will be provided for execution. The funding period begins October 1, 2018 through September 30, 2019, with the annual contract being under \$820,000.00.


Should you desire additional information, please feel free to contact 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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO APPLY TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING FOR GRANTS TO PROVIDE CONGREGATE MEALS, HOME-DELIVERED MEAL, TRANSPORTATION, AND OUTREACH SERVICES TO ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FOR THE 2018-2019 FISCAL YEAR (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY
3/5/18

OFFICE OF THE CITY ATTORNEY
Kidd
3/21/2018

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH SMG FOR USE OF FACILITIES IN THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FEES FOR THE HOSTING OF THE SENIOR HEALTH AND WELLNESS FAIR (ALL WARDS).

Whereas, the City of Jackson along with other business and community stakeholders will sponsor a Senior Health and Wellness Fair on Thursday, September 6, 2018; and

Whereas, SMG manages the Jackson Convention Complex for the Capital City Convention Commission and has agreed to provide space for the Senior Health and Wellness Fair; and

Whereas, SMG has authorized the City of Jackson's use of the space on Thursday, September 6, 2018 and has waived customary rental fees associated with the use of the facility; and

Whereas, SMG does require that the City pay for its furnishing of two unarmed security guards for eight (8) hours at a cost of \$25.00 per hour; and

Whereas, it is anticipated that two unarmed security guards will be made available to the City of Jackson for eight (8) hours resulting in a total cost of \$400.00; and

Whereas, the best interest of the City of Jackson and its citizenry would be served by authorizing the expenditure of \$400.00 for the two unarmed security guards and the Mayor's execution of a license agreement with SMG related to the use of the facility for the Senior Health and Wellness Fair; and

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the License Agreement with SMG for use of the Jackson Convention Complex facilities to host the Senior Health and Wellness Fair.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$400.00 may be paid to SMG for the two unarmed security guards costs.

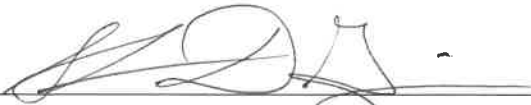
Item #21
Date: April 10, 2018
By: Kidd, Lumumba


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 **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH SMG FOR USE OF FACILITIES IN THE JACKSON CONVENTION COMPLEX AND AUTHORIZING THE PAYMENT OF FEES FOR THE HOSTING OF THE SENIOR HEALTH AND WELLNESS FAIR (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Roslyn Griffin, *Deputy City Attorney* 

3/9/18

DATE

OFFICE OF THE CITY ATTORNEY
3/9/18

3/9/18

2

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


3/1/18

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	Item authorizes the Mayor to execute a license agreement with SMG for use of space to host the Senior Health and Wellness Fair.					
2.	Mayoral Priority Addressed <ul style="list-style-type: none"> ○ Public Safety ○ Economic Development ○ Housing ○ Infrastructure ○ Education 	None					
3.	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					
4.	Who/What will be affected & Benefits	Promotes and encourages healthy living and educates senior citizens on the importance of maintaining good health.					
5.	<ul style="list-style-type: none"> ○ Contract ○ Project (Beginning date) (Completion date)	September 6, 2018					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Jackson Convention Complex (All Wards)					
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services Senior Services Division					
8.	COST	\$400.00 for unarmed security					
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Fund – Account#:125-2126					
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: The Honorable Chokwe A. Lumumba
Mayor

FROM: Adriane Kidd, Ed.D., Director 
Department of Human and Cultural Services

DATE: March 1, 2018

SUBJECT: Lease Agreement for Senior Health and Wellness Fair

The Department of Human and Cultural Services Senior Services Division is currently planning the annual Senior Health and Wellness Fair. This event will be held at the Jackson Convention Complex on September 6, 2018.

This Order will authorize you to execute the License Agreement with SMG, the party who manages the Jackson Convention Complex for use of the facility. It also authorizes the expenditure of \$400.00 for unarmed security costs, which is the only fee being charged by SMG.

Should you desire additional information, please do not hesitate to notify me.

3/22/18

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
SDS
3/21/18

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AARP (ORIGINALLY NAMED THE AMERICAN ASSOCIATION OF RETIRED PERSONS) MEMBERSHIP TO JOIN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES AND THE WORLD HEALTH ORGANIZATION (WHO) GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES (ALL WARDS) is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Dana Sims, *Deputy City Attorney* 

3/22/18

DATE

OFFICE OF THE CITY ATTORNEY
3/22/18

ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR AARP (ORIGINALLY NAMED THE AMERICAN ASSOCIATION OF RETIRED PERSONS) MEMBERSHIP TO JOIN THE AARP NETWORK OF AGE-FRIENDLY COMMUNITIES AND THE WORLD HEALTH ORGANIZATION (WHO) GLOBAL NETWORK OF AGE-FRIENDLY CITIES AND COMMUNITIES. (ALL WARDS)

WHEREAS, the City of Jackson has the population of 173,514 and 14.5% of the residents are above the age of 60; and

WHEREAS, research shows that older Americans overwhelmingly want to remain in their homes and communities as they age; and

WHEREAS, access to quality health care and long-term services and supports is essential for individuals to live in their homes and communities; and

WHEREAS, the City of Jackson prides on adopting innovative and forward thinking policies to keep our motorists, pedestrians, bicyclists, and all users of our roadways, sidewalks, and public places safe; and

WHEREAS, in October, 2015, the City Council adopted the Complete Streets Policy, which defines a complete street as to provide a safe, convenient, and context-sensitive facility for all modes of travel, for users of all ages and all abilities; and

WHEREAS, under the leadership of Mayor, Chokwe Antar Lumumba’s administration, we’re working together to build a more human scale, equitable, and sustainable community for all; and

WHEREAS, the purpose of the AARP Age Friendly Communities is to serve as a catalyst to educate, encourage, promote, and recognize improvements that make cities, towns, and counties more supportive not only of their older residents but for residents of all ages; and

WHEREAS, the World Health Organization (WHO) has developed a Global Network of Age-Friendly Cities and Communities to encourage and promote public policies to increase the number of cities and communities that support healthy aging and thereby improve the health, well-being, satisfaction, and quality of life for older Americans; and

WHEREAS, the WHO has developed eight domains of community life that influence the health and quality of life of older people:

1. Outdoor spaces and buildings – accessibility to and availability of clean, safe community centers, parks, and other recreational facilities;
2. Transportation – safe and affordable modes of private and public transportation, “Complete Streets” types of initiatives, hospitable built environments;

Item #22
Date: April 10, 2018
Kidd, Lumumba

3. Housing – wide range of housing options for older residents, aging in place and other home modification programs, housing that is accessible to transportation and community and health services;

4. Social participation – access to leisure and cultural activities; opportunities for older residents to participate in social and civic engagement with their peers and younger people;

5. Respect and social inclusion – programs to support and promote ethnic and cultural diversity, programs to encourage multigenerational interaction and dialogue, programs to combat loneliness and isolation among older residents;

6. Civic participation and employment – promotion of paid work and volunteer opportunities for older residents; opportunities for older residents to engage in formulation of policies relevant to their lives;

7. Communication and information – promotion of and access to the use of technology to keep older residents connected to their community and friends and family, both near and far; and

8. Community support and health services – access to homecare services, clinics, programs to promote active ageing (physical exercise and healthy habits).

WHEREAS, partnering and exchanging ideas with AARP as their member will help enhance the City’s ability to practice sound planning, establish a robust and concrete plan of action that responds to the needs identified by older adults in the community, and commit to measuring activities, reviewing action plan outcomes, and reporting them publicly; and

WHEREAS, engaging in the WHO Age-Friendly Cities and Communities Network of municipalities will encourage and promote public policies supporting healthy ageing.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute and submit an application and all related documents for AARP (originally named the American Association of Retired Persons) membership to join the AARP network of age-friendly communities and the World Health Organization (WHO) global network of age-friendly cities and communities.

ITEM #: _____

AGENDA DATE: 3/27/2018

BY: (Kumar, Zhao, Lumumba)



M E M O R A N D U M

TO: Chokwe Antar Lumumba, Esq.
Mayor

FROM: Mukesh Kumar 
Director, Planning and Development

THRU: Biqi Zhao, AICP
Manager, Long Range Planning

DATE: March 15, 2018

RE: Authorization to execute and submit an application and related documents necessary to apply for AARP (originally named the American Association of Retired Persons) membership to join the AARP network of age-friendly communities and the world health organization global network of age-friendly cities and communities.

The enclosed order authorizes the Mayor to execute and submit an application and related documents necessary to apply for AARP (originally named the American Association of Retired Persons) membership to join the AARP network of age-friendly communities and the world health organization global network of age-friendly cities and communities.

The purpose of the AARP Age Friendly Communities is to serve as a catalyst to educate, encourage, promote, and recognize improvements that make cities, towns, and counties more supportive not only of their older residents but for residents of all ages. Their intent is to provide Jackson with the resources we need to become more age-friendly, tapping into national and global research, models, and best practices.

AARP's value added during this four step process.

Step 1. Entering the Network
AARP's Value Added

- Providing an understanding or definition of the issue/need for change (framing the issue);
- Providing an understanding of economic and social benefit of a more livable community;
- Resources on AARP.org/livable – Future Livability index (all phases)
- Success Criteria
- Streamlined admission into Network

Step 2: Planning Phase

AARP's Value Added

- Decision making and organizational guidance
- Access to network of communities /Best Practices
- Assessment and survey Tools, identification of key community indicators
- Volunteer network to support/organize aspects of effort

Step 3: Implementation & Evaluation

AARP's Value Added

- Evaluation tools
- Organized training and networking events
- Resources on AARP.org/livable
- Access to network of communities /Best Practices
- Volunteer network to support/organize aspects of effort

Step 4: Continuous Improvements

AARP's Value Added

- Access to network of communities /Best Practices
- Volunteer network to support/organize aspects of effort
- Resources on AARP.org/livable

The World Health Organization (WHO) has developed a Global Network of Age-Friendly Cities and Communities to encourage and promote public policies to increase the number of cities and communities that support healthy aging and thereby improve the health, well-being, satisfaction, and quality of life for older Americans.

As the 80 percent of adults 65 and older living in metropolitan areas, Jackson is the urban core of Jackson Metro area, which has the majority of aging persons and the built environment of Jackson obtains the advantage of the concentration of healthcare, shopping, restaurants, and social, family and religious activities than its surrounding auto-dependent suburban locations. Research shows that older Americans overwhelmingly want to remain in their homes and communities as they age, therefore, access to quality health care and long-term services and supports is essential for individuals to live in their homes and communities. The human scale development and equitable development are part of the goal which greatly matches the mission of AARP Network of Age-Friendly Communities and the Health Organization Global Network of Age-Friendly Communities.

In joining the AARP Network of Age-Friendly Communities and the Health Organization Global Network of Age-Friendly Communities, we are hoping to get the technical assistance and guidance to achieve the economic and social benefit of a more livable community. And engaging in the WHO Age-Friendly Cities and Communities Network of municipalities will encourage and promote public policies supporting healthy ageing

Should you have any questions, please feel free to contact me at 601-960-1993.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/15/18

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the mayor to execute and submit an application and related documents necessary to apply for AARP (originally named the American Association of Retired Persons) membership to join the AARP network of age-friendly communities and the World Health Organization (WHO) global network of age-friendly cities and communities.
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 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents and stakeholders of Jackson
4.	Benefits	To enhance the City's ability to practice sound planning, establish a robust and concrete plan of action that responds to the needs identified by older adults in the community, and commit to measuring activities, reviewing action plan outcomes, and reporting them publicly.
5.	Schedule (beginning date)	Immediately upon City Council approval
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 checked="" type="checkbox"/>	Department of Planning and Development
8.	COST	N/A
9.	Source of Funding ■ General Fund <input checked="" 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>

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 AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR THE PUBLIC ART CHALLENGE GRANT UNDER BLOOMBERG PHILANTHROPIES' ARTS PROGRAM. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Dana Sims, *Deputy City Attorney* 



DATE

OFFICE OF THE CITY ATTORNEY
23

ORDER AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION AND RELATED DOCUMENTS NECESSARY TO APPLY FOR THE PUBLIC ART CHALLENGE GRANT UNDER BLOOMBERG PHILANTHROPIES' ARTS PROGRAM. (ALL WARDS)

WHEREAS, Bloomberg Philanthropies' Arts Program works to showcase the potential of artists to act as civic leaders, drawing attention to and encouraging dialogue around pressing problems; and

WHEREAS, the Public Art Challenge, founded to further this work, supports temporary public art projects that engage communities and enrich the quality of life in cities; and

WHEREAS, the Public Art Challenge is a part of former New York City mayor Michael Bloomberg's American Cities Initiative, an effort to help U.S. cities generate innovation and advance policy.

WHEREAS, through the challenge, Mayors of U.S. cities with thirty thousand residents or more are invited to apply for up to \$1 million in funding for temporary public art projects that address important civic issues. Submissions of dynamic works of art across all disciplines will be considered. Proposed projects will be evaluated on their ability to generate public-private collaborations, celebrate creativity and urban identity, and strengthen local economies; and

WHEREAS, Bloomberg Philanthropies has announced the launch of the 2018 Public Art Challenge and at least three winners will be chosen in 2018 to execute their projects over a maximum of twenty-four months; and

WHEREAS, under the leadership of Mayor, Chokwe Antar Lumumba's administration, we're working together to build a more human scale, equitable, and sustainable community for all; and

WHEREAS, the Department of Planning and Development identified food accessibility is a challenging issue full of systemic and cultural complexity in the City of Jackson and prepared an application partner with artists to develop solutions to this significant urban issue; and

WHEREAS, this project is an eligible activity under the Public Art Challenge Grant; and


IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute and submit an application and all related documents to apply for The Public Art Challenge Grant under Bloomberg Philanthropies' Arts Program.

ITEM #: 23
AGENDA DATE: 4/10/2018
BY: (Kumar, Zhao, Lumumba)



MEMORANDUM

TO: Chokwe Antar Lumumba, Esq.
Mayor

FROM: Mukesh Kumar, Ph.D. 
Director, Planning and Development

THRU: Biqi Zhao, AICP
Manager, Long Range Planning

DATE: March 29, 2018

RE: Authorization to execute and submit an application and related documents necessary to apply for the Public Art Challenge Grant under Bloomberg Philanthropies' Arts Program

The enclosed order authorizes the Mayor to execute and submit an application and related documents necessary to apply for the Public Art Challenge Grant under Bloomberg Philanthropies' Arts Program.

Bloomberg Philanthropies' Arts Program works to showcase the potential of artists to act as civic leaders, drawing attention to and encouraging dialogue around pressing problems. The Public Art Challenge, founded to further this work, supports temporary public art projects that engage communities and enrich the quality of life in cities. Through the challenge, Mayors of U.S. cities with thirty thousand residents or more are invited to apply for up to \$1 million in funding for temporary public art projects that address important civic issues. Submissions of dynamic works of art across all disciplines will be considered. Proposed projects will be evaluated on their ability to generate public-private collaborations, celebrate creativity and urban identity, and strengthen local economies.

Bloomberg Philanthropies has announced the launch of the 2018 Public Art Challenge and at least three winners will be chosen in 2018 to execute their projects over a maximum of twenty-four months. Grants will cover project-related expenditures such as development, execution, and marketing, but will not fund 100 percent of project cost. The Department of Planning and Development identified food accessibility as a challenging issue full of systemic and cultural complexity in the City of Jackson and prepared an application in partnership with artists to develop solutions to this significant urban issue. The total project expenses are \$2,118,800. The amount applied from Bloomberg Philanthropies is \$840,000. The committed funds from Downtown Jackson Partners, University of Mississippi Medical Center, Millsaps University, and Belhaven Heights Association are estimated at \$200,000. In-kind Support from Downtown Jackson Partners, University of Mississippi Medical Center, Millsaps University, and City of Jackson is \$680,000. Additional project support to be raised through Kellogg Foundation, Office of the Governor, Mississippi Redevelopment Authority, Mississippi Tourism Association, USDA, and NRCS are expected to be \$400,000.

The project will be managed through the Long Range Planning Division at the Department of Planning and Development under me. I will oversee the collaboration between the City and the artists with the aid of the Long Range Planning team. Each member of the committee is delegated a specific part of the grant process: artists, funding, partners, legal, and governance.

Should you have any questions, please feel free to contact me at 601-960-1993.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

3/29/18

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing the mayor to execute and submit an application and related documents necessary to apply for the Public Art Challenge Grant under Bloomberg Philanthropies' Arts Program.
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. Youth & Education 4. Neighborhood Enhancement 5. Economic Development 6. Quality of Life
3.	Who will be affected	Residents and stakeholders of Jackson
4.	Benefits	To make public and private sector to recognize the socioeconomic value of investing in the innovation of urban food access, to improve community health, demonstrate advantages of closed-loop green economies, and showcase creative strategies for reactivating vacant and blighted urban land through arts creation over the City.
5.	Schedule (beginning date)	Immediately upon City Council approval
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"/>	Department of Planning and Development
8.	COST	The total project expenses are \$2,118,800.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	The amount applied from Bloomberg Philanthropies is \$840,000. The committed funds from Downtown Jackson Partners, University of Mississippi Medical Center, Millsaps University, and Belhaven Heights Association are estimated at \$200,000. In-kind support from Downtown Jackson Partners, University of Mississippi Medical Center, Millsaps University, and City of Jackson is \$680,000. Additional project support to be raised through Kellogg Foundation, Office of the Governor, Mississippi Redevelopment Authority, Mississippi Tourism Association, USDA, and NRCS are expected to be \$400,000.
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
L. Moore 22-206
rww

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH AJA MANAGEMENT & TECHNICAL SERVICES, INC. FOR THE CITY OF JACKSON TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250(00)046 LPA/103924, CITY PROJECT NUMBER 31500

WHEREAS, on September 6, 2016, the City of Jackson authorized a construction engineering and inspection services agreement AJA Management & Technical Services, Inc. for an amount not to exceed \$74,163.57 for the City's Traffic Calming project; and

WHEREAS, the contractor has requested 28 additional days to their contract due to a change in construction sequencing to alleviate constituent complaints, which in turn requires additional inspection work by AJA Management & Technical Services, Inc, and

WHEREAS, the requested total cost increase to account for additional inspection due to the change of phasing of \$30,394.30 has been reviewed by the Mississippi Department of Transportation and found to be acceptable and allowable under the 100% federal funds available for this project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of AJA Management & Technical Services, Inc., for the Traffic Calming Project, Federal Aid Project Number TCSP-0250-00(046)/103924, City Project Number 31500, increasing the contract amount by \$30,394.30 with the new total contract amount being \$104,557.87.

ITEM #24
AGENDA 4-10-18

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA



MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert K. Miller
Director
Date: March 15, 2018
Subject: Agenda Item for City Council Meeting

A handwritten signature in blue ink that reads "Robert K. Miller".

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the construction engineering and inspection services contract with AJA Management & Technical Services, Inc. for the City's Traffic Calming project.

During construction, the City, its consultant AJA, and the contractor met and determined that the contractor's sequencing of construction would have to be altered to alleviate numerous street complaints. The change in construction sequencing would increase contract time by 28 days. In turn, additional inspection services are needed for the extra 28 days. AJA has provided an estimate of \$30,394.30 for additional inspection time for the additional 28 days. Since the project is 100% federally funded, MDOT reviewed the request and determined that the cost, time, and reasoning was reasonable and that there was sufficient remaining earmark funds to cover the added cost.

For the benefit of all, here is the list of streets under this contract. There are no more federal funds available for extra or added streets.

1. Pocahontas Ave north of Medgar Evers Blvd
2. Central St (Dalton St to Rose St)
3. Dogwood Dr (Honeysuckle to Meadowbrook)
4. Newman Ave
5. Castle Hill Dr (Joanne Dr to Dorgan St)
6. Gardenia St
7. Marydale Dr (Smallwood St to Charleston Dr)
8. Berwood Dr/Azalea Cir (Watkins to Azalea)
9. Dewitt Ave (Bailey Ave to Pleasant Ave)
10. Enoch St (Oak Park Dr to Summit St)
11. Holmes Ave (Woodrow Wilson to Page)
12. Brandon Ave
13. Valley St from Robinson St to First Ave
14. Wynndike Rd neighborhood
15. N Canton Club Cir
16. Woodfield Dr and Mossline Dr
17. Oakridge Dr (Old Canton to Meadowbrook)
18. Plantation Blvd (Ridgewood to Fernwood)
19. Ridgeway St (Northview to State)
20. Winchester St (Old Canton to Ridgewood)
21. River Thames Rd, Reddoch, Suffolk

It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018

DATE

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 #1 with AJA for the City's Traffic Calming Project																																								
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"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 																																								
3.	Who will be affected	Residents and motorists on residential streets.																																								
4.	Benefits	Additional inspection costs associated with additional contract time.																																								
5.	Schedule (beginning date)	Upon concurrence of MDOT																																								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	<ol style="list-style-type: none"> 1. Pocahontas Ave north of Medgar Evers Blvd 2. Central St from Dalton St to Rose St 3. Dogwood Dr from Honeysuckle Ln to Meadowbrook Rd 4. Newman Ave 5. Castle Hill Dr from Joanne Dr to Dorgan St 6. Gardenia St 7. Marydale Dr from Smallwood St to Charleston Dr 8. Berwood Dr/Azalea Cir from Watkins Dr to Azalea Dr 9. Dewitt Ave from Bailey Ave to Pleasant Ave 10. Enoch St from Oak Park Dr to Summit St 11. Holmes Ave from Woodrow Wilson to Page 12. Brandon Ave 13. Valley St from Robinson St to First Ave 14. Wynndike Rd neighborhood 15. N Canton Club Cir 16. Woodfield Dr and Mossline Dr 17. Oakridge Dr from Old Canton to Meadowbrook 18. Plantation Blvd from Ridgewood to Fernwood 19. Ridgeway St from Northview to State 20. Winchester St from Old Canton to Ridgewood 21. River Thames Rd area 																																								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City of Jackson, Department of Public Works, Engineering Division																																								
8.	COST	Increase of \$30,394.30. New contract amount will be \$104,557.87																																								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	FHWA Earmark 8 <u>216 44890 31500901 6413</u>																																								
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ABE _____ %</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>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE _____ %</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>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE _____ %	WAIVER	yes	___	no	___	N/A	___	AABE _____ %	WAIVER	yes	___	no	___	N/A	___	WBE _____ %	WAIVER	yes	___	no	___	N/A	___	HBE _____ %	WAIVER	yes	___	no	___	N/A	___	NABE _____ %	WAIVER	yes	___	no	___	N/A	___
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NABE _____ %	WAIVER	yes	___	no	___	N/A	___																																			

3/22/18

Office of the City Attorney

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Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
Nakesha Watkins
3/22/2018

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH AJA MANAGEMENT & TECHNICAL SERVICES, INC. FOR THE CITY OF JACKSON TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-025(00)046 LPA/103924, CITY PROJECT NUMBER 31500** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*
Nakesha Watkins, *Legal Counsel* 

3/22/18

DATE

OFFICE OF THE CITY ATTORNEY
Mason 29 2018
LUMBA

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250-00(046)/103924, CITY PROJECT NUMBER 31500

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for \$341,589.20 for the City of Jackson Traffic Calming Project; and

WHEREAS, on June 27, 2017, the City Council authorized Supplemental Agreement #1 to the contract to add 20 large Dip signs at a cost of \$29.06 per square foot for a total cost of \$9,299.20,

WHEREAS, during construction, the City, its consultant, and the contractor determined that an additional 187 tons of asphalt would be needed to bring a number of speed humps that fell below tolerance up to minimum height, and additional work and contract time would be necessary due to changing the phasing of the project to satisfy constituent complaints during construction; and

WHEREAS, the requested total cost increase to account for the additional asphalt and change of phasing of \$74,804.37, and an increase in contract time of 28 days, has been reviewed by the Mississippi Department of Transportation and found to be acceptable and allowable under the 100% federal funds available for this project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2 to the contract of Hemphill Construction Company, Inc. for the Traffic Calming Project, Federal Aid Project Number TCSP-0250-00(046)/103924, City Project Number 31500, increasing the contract time by 28 days and the contract amount by \$74,804.37 with the new total contract amount being \$425,692.77.


ITEM _____ #25
AGENDA _____ 04-10-18

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller
Director 

Date: March 15, 2018

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #2 to the contract with Hemphill Construction Company, Inc. for the traffic calming project.

There were two items that surfaced during construction that this supplemental agreement would address. First, during construction, the City and the contractor received a number of complaints about cars hitting the milled strips that were necessary to tie the asphalt for each speed hump back into the surface asphalt. The City, its consultant, and the contractor met and determined that the contractor's sequencing of construction would have to be altered to alleviate the numerous complaints. Second, the consultants estimate on the asphalt tonnage and milling for each hump was low. A number of humps ended up below tolerance. As a result, additional asphalt and milling is needed to complete the project.

The proposed cost for an additional 187 tons of asphalt for speed humps is \$56,848.00, the proposed cost for additional milling is \$8,640.00, and the proposed cost due to the change in construction sequencing is \$9,316.37 and an increase of contract time of 28 days. Since the project is 100% federally funded, MDOT reviewed the request and determined that the cost, time, and reasoning was reasonable and that there was sufficient remaining earmark funds to cover the added cost.

For the benefit of all, here is the list of streets under this contract. There are no more federal funds available for extra or added streets.

1. Pocahontas Ave north of Medgar Evers Blvd
2. Central St (Dalton St to Rose St)
3. Dogwood Dr (Honeysuckle to Meadowbrook)
4. Newman Ave
5. Castle Hill Dr (Joanne Dr to Dorgan St)
6. Gardenia St
7. Marydale Dr (Smallwood St to Charleston Dr)
8. Berwood Dr/Azalea Cir (Watkins to Azalea)
9. Dewitt Ave (Bailey Ave to Pleasant Ave)
10. Enoch St (Oak Park Dr to Summit St)
11. Holmes Ave (Woodrow Wilson to Page)
12. Brandon Ave
13. Valley St from Robinson St to First Ave
14. Wynndike Rd neighborhood
15. N Canton Club Cir
16. Woodfield Dr and Mossline Dr
17. Oakridge Dr (Old Canton to Meadowbrook)
18. Plantation Blvd (Ridgewood to Fernwood)
19. Ridgeway St (Northview to State)
20. Winchester St (Old Canton to Ridgewood)
21. River Thames Rd, Reddoch, Suffolk

It is the recommendation of Public Works that the bid be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 15, 2018

DATE

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 #2 with Hemphill Construction Company, Inc for the City's Traffic Calming Project
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"> 4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	Residents and motorists on residential streets.
4.	Benefits	Additional asphalt and milling, and change of sequencing to alleviate constituent's street complaints.
5.	Schedule (beginning date)	Upon concurrence of MDOT
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	<ol style="list-style-type: none"> 1. Pocahontas Ave north of Medgar Evers Blvd 2. Central St from Dalton St to Rose St 3. Dogwood Dr from Honeysuckle Ln to Meadowbrook Rd 4. Newman Ave 5. Castle Hill Dr from Joanne Dr to Dorgan St 6. Gardenia St 7. Marydale Dr from Smallwood St to Charleston Dr 8. Berwood Dr/Azalea Cir from Watkins Dr to Azalea Dr 9. Dewitt Ave from Bailey Ave to Pleasant Ave 10. Enoch St from Oak Park Dr to Summit St 11. Holmes Ave from Woodrow Wilson to Page 12. Brandon Ave 13. Valley St from Robinson St to First Ave 14. Wynndike Rd neighborhood 15. N Canton Club Cir 16. Woodfield Dr and Mossline Dr 17. Oakridge Dr from Old Canton to Meadowbrook 18. Plantation Blvd from Ridgewood to Fernwood 19. Ridgeway St from Northview to State 20. Winchester St from Old Canton to Ridgewood 21. River Thames Rd area (River Thames , Reddoch, Suffolk)
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Increase of \$74,804.37. New contract amount will be \$425,692.57. Increase contract time by 28 days.
9.	Source of Funding <ul style="list-style-type: none"> ▪ 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 6485</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 _____

3/22/18

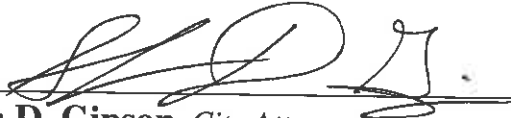
Office of the City Attorney

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
MARCH 22 2018

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE TRAFFIC CALMING PROJECT, FEDERAL AID PROJECT NUMBER TCSP-0250-00(046)/103924, CITY PROJECT NUMBER 31500 is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

3/22/18

DATE

OFFICE OF THE CITY ATTORNEY
3/22/18

ORDER AUTHORIZING THE MAYOR'S SUBMISSION AND ACCEPTANCE OF THE 2018 TECHNOLOGY INNOVATION FOR PUBLIC SAFETY (TIPS) FUNDING ANNOUNCEMENT ADMINISTARTED BY THE UNITED STATES DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$500,000.

WHEREAS, the City of Jackson has been granted the opportunity to apply for the 2018 Technology Innovation for Public Safety (TIPS) funding announcement administered by the United States Department of Justice; and

WHEREAS, the city of Jackson and Hinds County, Mississippi will receive a joint allocation from the United States Department of Justice, Office of Justice Programs; and

WHEREAS, grant funds will be used by the City of Jackson Police Department for the purpose of predictive policing technology for the Jackson Police Department; and

WHEREAS, the 2018 Technology Innovation for Public Safety (TIPS) Bureau of Justice Assistance grant requires no matching funds.

IT IS, HEREBY, ORDERED that the Mayor is authorized to submit an application for the 2018 Technology Innovation for Public Safety (TIPS) Bureau of Justice Assistance grant for the amount of \$500,000 and that the mayor is further authorized to accept said grant award. and enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi.

IT IS FURTHERED ORDERED that the Mayor or his designee may execute any and all documents and agreements necessary to accomplish and effect the purposes and intent of this order.

APPROVED FOR AGENDA:

Agenda date #26
Agenda item# 04/10/18
By: LUMUMBA, MOORE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 23, 2018
DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	Order Authorizing The Mayor's application submission and acceptance of the 2018 Technology Innovation for Public Safety (TIPS) funding announcement administrated by the United States Department Of Justice, Bureau of Justice Assistance in the amount of \$500,000.				
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	Crime Prevention				
3.	Who will be affected	City of Jackson				
4.	Benefits	To provide officers with the necessary technology to proactively fight crime with increased efficiency.				
5.	Schedule (beginning date)	As per grant guidelines				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS CITY WIDE				
7.	Action implemented by: ■ City Department ■ Consultant <input type="checkbox"/>	Jackson Police Department				
8.	COST <input type="checkbox"/>	No matching funds required.				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant ■ Bond ■ Other <input type="checkbox"/>	United States Department Of Justice				
10.	EBO participation <input type="checkbox"/>	ABE _____%	WAIVER	yes ___	no ___	N/A _____
	<input type="checkbox"/>	AABE _____%	WAIVER	yes ___	no ___	N/A _____
	<input type="checkbox"/>	WBE _____%	WAIVER	yes ___	no ___	N/A _____
	<input type="checkbox"/>	HBE _____%	WAIVER	yes ___	no ___	N/A _____
	<input type="checkbox"/>	NABE _____%	WAIVER	yes ___	no ___	N/A _____

Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: Anthony Moore, Chief of Police *Alm 3/26/18*

Date: March 23, 2018

Subject: **FY 2018 Technology Innovation for Public Safety (TIPS) Grant Program**

The Jackson Police Department has been granted the opportunity to apply for the 2018 Technology Innovation for Public Safety Grant Program totaling \$500,000.

There are no matching funds required by the City of Jackson. Funds through this award will be shared with Hinds County. The funds received by the City of Jackson will be used to purchase predictive policing technology for the Jackson Police Department.

We respectfully request your signature approving the document contained herein. Should you have any questions or concerns, please do not hesitate to contact me.

4/2/18

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'S SUBMISSION AND ACCEPTANCE OF THE 2018 TECHNOLOGY INNOVATION FOR PUBLIC SAFETY (TIPS) FUNDING ANNOUNCEMENT ADMINSTRATED BY THE UNITED STATES DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$500,000** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY
4/2/18



Sharon D. Gipson, *City Attorney*

Gregory Burnett, *Deputy City Attorney* RB

4/2/18

DATE

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications under the Technology Innovation for Public Safety (TIPS) Program, for the implementation of innovative and replicable projects that combat precipitous increases in crime, with an emphasis on addressing violent crime, human trafficking, and the opioid crisis. This program furthers the Department's mission by supporting state, local, tribal, and territorial jurisdictions in reducing crime and improving the functioning of the criminal justice system through more effective information sharing, multi-agency collaboration, and implementation of data-driven, evidence-based strategies. TIPS is part of the Project Safe Neighborhoods Suite of programs, which is focused on reducing violent crime.

Technology Innovation for Public Safety (TIPS) Addressing Precipitous Increases in Crime FY 2018 Competitive Grant Announcement Applications Due: May 1, 2018

Eligibility

Eligible applicants are public agencies of state governments, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior) or act as their fiscal agents. Under this solicitation, BJA is looking for innovative technology implementation and applicant projects that specifically address precipitous increases in crime(s) on a local, county, or regional basis, with an emphasis on addressing violent crime, human trafficking and the opioid crisis.

BJA welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed subrecipients ("subgrantees").¹ The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire project. A subrecipient can represent nonprofit or for-profit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, or institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system as well as the same type of agency as the primary applicant.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

To be eligible for funding under this solicitation, applicants must propose solutions that will be deployed to jurisdictions that are currently experiencing precipitous or extraordinary increases in crime, in accordance with 34 USC § 10157(b)(1), to assist them in addressing these

OFFICE OF THE CITY ATTORNEY
March 19, 2018
MMW

ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C458 DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Water/Sewer Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub C458 Digital Copier with auxiliary equipment through State of Mississippi Contract #8200031427; and

WHEREAS, the Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, it is the recommendation of the Department of Public Works that a contract is approved with Advantage Business Systems; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental for a Konica Minolta Bizhub C458 Digital Copier with auxiliary equipment at a cost of \$279.40 per month, plus a copy charge of \$0.0073 (Black & White), \$0.059 (Color Copies), and maintenance program inclusive of labor, parts, toner and drum, except paper or staples.

IT IS FURTHER ORDERED that payment for said rental is made from the general fund.

ITEM#: _____ #27
AGENDA DATE: _____ 04/10/18
BY: CARTER, MILLER, LUMUMBA.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 6, 2018
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C458 DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.	
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	<i>This item allows the Water/Sewer Utilities Division to produce the various types of documents required for this office to perform its intended functions.</i>	
3.	Who will be affected	Water/Sewer Utilities Division	
4.	Benefits	Improved quality of documents and productivity	
5.	Schedule (beginning date)	<i>Upon expiration of current copier contract</i>	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Hood Building	
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Water/Sewer Utilities Division Department of Public Works	
8.	COST	\$279.40 per month over a 48 month rental period	
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Acct #031-522.30-6514	
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 Lumumba.
Mayor of the City of Jackson

DATE: March 6, 2018
TO: Chokwe Lumumba, Mayor
FROM: Robert Miller, Director of Public Works
RE: Water/Sewer Utilities Division Printer Contract
48 -Month Copier Rental Agreement with Advantage Business System State of Mississippi Contract Number 8200031427



The contract providing for the 48 month rental of a Cannon Image Runner Copier 32351 for use in the Water/Sewer Division has expired.

Water/Sewer Utilities Division has reviewed the current State of Mississippi contract for copiers. In this review, Advantage Business Systems has proposed a rental and Maintenance contract for the Water/Sewer Utilities Division for a 48-Month term. Through State Contract Number 8200031427, Advantage Business system will provide the following:

BIZHUB C458 at a total monthly rental of \$279.40. This includes maintenance of all supplies except paper and staples. In addition, we will receive 3,000 b/w copies per month with overage to be billed at \$.0073 per copy and 500 color copies with overage billed at \$.059 per copy.

Advantage Business System is the Supplier of this Copier and is located in Jackson.

It is the recommendation of the office that this contract be awarded. If you have any questions, or required addition information please do not hesitate to contact this office at (601) 960-2091.

2/18

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
MAR 21 10 2018
NW

This **ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C458 DIGITAL COPIER DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

Sharon D. Gipson, *City Attorney*
Nakesha Watkins, *Legal Counsel* new

3/20/18

DATE

Proposal for:

City of Jackson Public Works



Advantage Business Systems

**5442 Executive Place
Jackson, MS 39206**

**Donna May (601)362-9192
Cell: (601)317-4298**



February 20, 2018

City of Jackson Public Works
Water/Sewer Division
Jackson, MS 39201

Enclosed please find the information on the Konica Minolta Bizhub C458 color copier. I have put into the Proposal, State of MS Contract #8200031427. I hope that we are able to meet your needs with this pricing.

We look forward to offering you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Konica Minolta Bizhub C458 Digital Color System provides these features:

- 45 ppm b/w and 45 ppm full color
- Dual Head Scanner with 300 sheet capacity
- First copy output in 6.5 seconds or less
- Warm Up time of 45 seconds
- 600 x 600dpi scanning or enhanced @ 600 X 1800dpi
- 2 X 500 sheet drawers and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 12" x 18"
- 10.1" Touchscreen Color Display
- Staple Finisher
- Monthly duty Cycle of 220,000 copies
- Network Printing and Scanning
- Box Functionality
- User Authentication, Account Track, IOS 15408 Certification
- Scan to me and Scan to home
- **Banner Printing**
- **Print to/from USB**
- **Page Scope App (print from iPhone, iPad, or android device)**



48 Month Rental: \$212.00
Add Fax: \$16.00

Rental Includes:

- **Bizhub C458 Digital Copier/Printer**
- **Staple/Finisher FS536**
- **Desk**
- **Fax Option**

Maintenance for Bizhub C458

Maintenance Program includes:

- All toner cartridges
- All other consumables **except paper and staples**
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
-

Billed monthly @ \$51.40 and includes 3,000 b/w copies with overages @ .0073 and 500 color copies with overages billed @ .059.

(based on single sided, letter sized image)



Budget Inquiry	Budget Version Inq	Find Account #	Find Asset+	Find Cafr Sourc	Find Department
Find Department/a...	Find Fund	Find Fund/departm...	Find Obj Group	Find Project	GL Structure
Job Costing Inquiry	Proofed Balances	Subsystem/batch	Transactions		

Expense Account #

	Entered	Approved	Proofed
Actuals:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commitments:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total:	<input type="text"/>	<input type="text"/>	<input type="text"/>

Posting from Job Costing:

Budgeting Miscellaneous

Budget Carry Forward P.O.

Amount:	Ver	<input type="text" value="18100"/>	<input type="text" value="75 000.00"/>	Ver	<input type="text" value="18101"/>	<input type="text" value="75,000.00"/>
Remaining:		<input type="text" value="75,000.00"/>				<input type="text" value="75,000.00"/>

ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS WATER PROJECTS. [ALL WARDS]

OFFICE OF THE CITY CLERK
JAN 23 2018
S. J. MILLER

WHEREAS, sealed term bids for Labor & Equipment to perform various Public Works Water Projects were opened January 23, 2018, and three (3) bids were received for labor and equipment services for various Public Works Water Projects; and

WHEREAS, the Department of Public Works, will use the contractors to perform various water construction projects by providing labor and equipment to the City of Jackson; and

WHEREAS, the Department of Public Works, will issue task orders based off prices supplied per bid items to perform various water construction projects by providing labor and equipment to the City of Jackson; and

WHEREAS, the staff of the Department of Public Works, has reviewed all bids submitted and recommends the governing authorities deem the term bids submitted by Hemphill Construction Company, Inc, P.O Drawer 879, Florence, Mississippi 39073-0879; Utility Constructors, Inc; and Delta Constructors, Inc., P.O. Box 9545, Jackson, MS 39286, received January 23, 2018, as the lowest and best bids to perform various water construction projects by providing labor and equipment to the City of Jackson:

Item: #28
Date: 04-10-18
By: Miller, Lumumba

**Hemphill Construction Company, Inc, P. O. Drawer 879, Florence, MS 39073-0879,
Richard Rula, (601) 932-2060, rrula@hemphillconstruction.com**

Bid Summary

Part A (Materials, Labor, Equipment)	\$21,563,952.50
Part B (Hourly Rates for Labor & Equipment)	\$ 2,948.00
Total Bid Part A & B	\$21,566,900.00

Delta Constructors, Inc, P. O. Box 9545, Jackson, MS 39201, Joe H. Campbell, (601) 939-8732, delta9545@aol.com

Bid Summary

Part A (Materials, Labor, Equipment)	\$22,553,916.50
Part B (Hourly Rates for Labor & Equipment)	\$ 2,577.00
Total Bid Part A & B	\$22,556,493.50

Utility Constructors, Inc, 2262 Maddox Road, Jackson, MS 39236, Terry Lovelace, (601) 922-9355, tlovelace@uci-ms.com

Bid Summary

Part A (Materials, Labor, Equipment)	\$23,337,950.00
Part B (Hourly Rates for Labor & Equipment)	\$ 3,390.00
Total Bid Part A & B	\$23,341,340.00

IT IS THEREFORE ORDERED that the **FOLLOWING** bids received for labor & equipment to perform various Public Works Water Projects, are accepted as the lowest and best bids for the respective items, it being determined that these bids met the specification.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the Department of Public Works to make payments for labor & equipment to perform various Public Works Water Projects.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 16, 2018

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS WATER PROJECTS. [ALL WARDS]																																													
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 4, 6, and 7																																													
3.	Who will be affected	City of Jackson Corporate Limits																																													
4.	Benefits	Water Infrastructure Improvements																																													
5.	Schedule (beginning date)	When task orders are issued for water infrastructure repairs.																																													
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	Cost will be based on task order, and will exceed the total bid submitted by each contractor.																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Revenue Funds																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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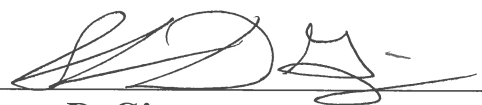
3/22/18

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 ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC. FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS WATER PROJECTS. [ALL WARDS] is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Terry Williamson, *Legal Counsel*

3/22/18

DATE

OFFICE OF THE CITY ATTORNEY
3/22/18
1799
1756

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: March 16, 2018

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for accepting the term bid prices from Hemphill Construction Company, Delta Constructors, Inc, and Utility Constructors, Inc.

The City advertised for term bid prices to perform various Public Works Water projects. The City received three bids: Hemphill Construction Company, Delta Constructors, Inc, and Utility Constructors, Inc. The City will accept all three bids, and issue task order accordingly to contractors when various water infrastructure projects are needed to assist Public Works Crews.

It is the recommendation of Public Works that the bids be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS SEWER PROJECTS. [ALL WARDS]

OFFICE OF THE CITY ATTORNEY
2/21/2018

WHEREAS, sealed term bids for Labor & Equipment to perform various Public Works Sewer Projects were opened January 23, 2018, and three (3) bids were received for labor and equipment services for various Public Works Water Projects; and

WHEREAS, the Department of Public Works, will use the contractors to perform various water construction projects by providing labor and equipment to the City of Jackson; and

WHEREAS, the Department of Public Works, will issue task orders based off prices supplied per bid items to perform various sewer construction projects by providing labor and equipment to the City of Jackson; and

WHEREAS, the staff of the Department of Public Works, has reviewed all bids submitted and recommends the governing authorities deem the term bids submitted by Hemphill Construction Company, Inc, P.O Drawer 879, Florence, Mississippi 39073-0879; Utility Constructors, Inc; and Delta Constructors, Inc., P.O. Box 9545, Jackson, MS 39286, received January 23, 2018, as the lowest and best bids to perform various sewer construction projects by providing labor and equipment to the City of Jackson:

Item #29
April 10, 2018
Miller, Lumumba

**Hemphill Construction Company, Inc, P. O. Drawer 879, Florence, MS 39073-0879,
Richard Rula, (601) 932-2060, rrula@hemphillconstruction.com**

Bid Summary

Part A (Materials, Labor, Equipment)	\$21,448,818.50
Part B (Hourly Rates for Labor & Equipment)	\$ 2,948.00
<hr/>	
Total Bid Part A & B	\$21,451,766.50

Delta Constructors, Inc, P. O. Box 9545, Jackson, MS 39201, Joe H. Campbell, (601) 939-8732, delta9545@aol.com

Bid Summary

Part A (Materials, Labor, Equipment)	\$22,797,877.50
Part B (Hourly Rates for Labor & Equipment)	\$ 3,115.00
<hr/>	
Total Bid Part A & B	\$22,800,992.50

Utility Constructors, Inc, 2262 Maddox Road, Jackson, MS 39236, Terry Lovelace, (601) 922-9355, tlovelace@uci-ms.com

Bid Summary

Part A (Materials, Labor, Equipment)	\$23,725,860.00
Part B (Hourly Rates for Labor & Equipment)	\$ 3,350.00
<hr/>	
Total Bid Part A & B	\$23,729,210.00

IT IS THEREFORE ORDERED that the **FOLLOWING** bids received for labor & equipment to perform various Public Works Sewer Projects, are accepted as the lowest and best bids for the respective items, it being determined that these bids met the specification.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the Department of Public Works to make payments for labor & equipment to perform various Public Works Sewer Projects.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 16, 2018

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC., FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS SEWER PROJECTS. [ALL WARDS]																																													
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 4, 6, and 7																																													
3.	Who will be affected	City of Jackson Corporate Limits																																													
4.	Benefits	Sewer Infrastructure Improvements																																													
5.	Schedule (beginning date)	When task orders are issued for sewer infrastructure repairs.																																													
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	Cost will be based on task order, and will exceed the total bid submitted by each contractor.																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water/Sewer Revenue Funds																																													
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	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							


3/22/18

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 ACCEPTING THE TERM BIDS OF HEMPHILL CONSTRUCTION COMPANY, UTILITY CONSTRUCTORS, INC., AND DELTA CONSTRUCTORS, INC. FOR LABOR AND EQUIPMENT TO PERFORM VARIOUS PUBLIC WORKS SEWER PROJECTS. [ALL WARDS]** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Terry Williamson, *Legal Counsel*

3/22/18

DATE

3/22/18
TERRY WILLIAMSON
LEGAL COUNSEL


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: March 16, 2018
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for accepting the term bid prices from Hemphill Construction Company, Delta Constructors, Inc, and Utility Constructors, Inc.

The City advertised for term bid prices to perform various Public Works Sewer projects. The City received three bids: Hemphill Construction Company, Delta Constructors, Inc, and Utility Constructors, Inc. The City will accept all three bids, and issue task order accordingly to contractors when various sewer infrastructure projects are needed to assist Public Works Crews.

It is the recommendation of Public Works that the bids be accepted. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

OFFICE OF THE CITY ATTORNEY
March 22, 2018
nmw

ORDER ACCEPTING THE BID OF DEVINEY EQUIPMENT, INC. FOR TWO (2) CRAWLER-MOUNTED COMPACT HYDRAULIC EXCAVATORS FOR \$217, 580.00 (BID NO. 06509-011618) (ALL WARDS)

WHEREAS, the City of Jackson solicited sealed, competitive bids for two crawler-mounted, compact hydraulic excavators; and

WHEREAS, two (2) sealed were submitted to the City Clerk by January 16, 2018, but inclement weather delayed the opening of bids until January 23, 2018; and

WHEREAS, the Department of Public Works reviewed the bids and determined that the bid submitted by JWH Equipment, in the amount of \$204,690.00, failed to meet the following minimum specifications included in the Notice to Bidders:

1. City required a one-piece gooseneck boom minimum length of 12.6 inches and stick minimum length of 8 feet, 5 inches. Bidder proposed a boom length of 11.6 inches and stick length of 7 feet 2 inches;
2. City required a minimum 66.0 net horsepower. Bidder proposed 54 net horsepower;
3. City required a Machine Bucket Breakout Force Minimum of 14,600 pounds. Bidder proposed 12,800 pounds;
4. City required vinyl bucket seats. Bidder proposed cloth seats;
5. City required a minimum operating weight of 19,225 pounds. Bidder proposed an operating weight of 18,938 pounds; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Deviney Equipment, Inc. 1023 Deviney Drive, Raymond MS, received January 16, 2018, in the amount of \$217,580.00 the lowest and best bid received.

AGENDA DATE: Item #30
April 10, 2018
BY: MILLER, LUMUMBA

IT IS, THEREFORE, ORDERED that the lowest actual bid submitted by JWH Equipment, in the amount of \$204,690.00, does not comply with city specifications provided in the Notice to Bidders.

IT IS FURTHER ORDERED that the bid of Deviney Equipment Inc. for a Crawler-Mounted Compact Hydraulic Excavator received on January 16, 2018, in the amount of \$217,580.00, is accepted as the lowest and best bid received, it being determined that the bid meets City specifications.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 20, 2018


POINTS		COMMENTS
1.	Brief Description/Purpose	Regular Bid #06509-011618-Two compact Hydraulic Excavator- Crawler Mounted
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
3.	Who will be affected	The entire City of Jackson, Byram, Terry and Raymond Area.
4.	Benefits	To be used in the excavation of the City of Jackson' water line while doing repairs, maintenance and installation.
5.	Schedule (beginning date)	Scheduled Date Following Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department
8.	COST	\$217,580.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	031-521-40-6872
10.	EBO participation	ABE _____% WAIVER _____ no _____ N/A _____ AABE _____% WAIVER _____ no _____ N/A _____ WBE _____% WAIVER _____ no _____ N/A _____ HBE _____% WAIVER _____ no _____ N/A _____ NABE _____% WAIVER _____ no _____ N/A _____

Revised 2-04



City of Jackson
Department of Public Works

TO: Chokwe Antar Lumumba, Mayor

FROM: Robert K. Miller, Director of Public Works 

DATE: March 20, 2018

SUBJECT: Regular Bid: Tabulation of Bids Received on two (2) compact Hydraulic Excavator-Crawler Mounted Bid No. 06509-011618
Advertised: December 14 & 21, 2017
Opened: January 23, 2018

I recommend that we accept the entire bid form Deviney Equipment, Inc. JWH was the lowest bidder, did not meet the following.

Vendor did not meet the Gooseneck-minimum 12'6 in length and stick minimum 8'5 in length/ Vendor proposed boom length 11'6/stick length 7'2.
Vendor did not the minimum 66.H.P/Vendor proposed 54 H.P
Vendor did not meet machine Bucket breakout for minimum of 14.600 Lbs/ Vendor proposed 12.800 lbs.
Vendor did not meet the requested Vinyl bucket seat/Vendor proposed cloth seat.
Vendor did not meet minimum operating weight 19,225/Vendor proposed 18,938.

Item #:
Council Meeting: Regular Council Meeting, March 27, 2018
Consultant/Contractor: Deviney Equipment, Inc.
EBO: Yes
Purpose: Infrastructure & Transportation

Cost: \$217,580.00

Project/Contract Type: Bid
Funding Source: 031-521-40-6872
Schedule/Time: Completed
DPW Manager: William Miley

Background: To be used in the excavation of the City of Jackson' water line while doing repairs, maintenance and installation.

Estimated Fees: NA

3/22/18

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
Nakesha Watkins 3/22/18

This **ORDER ACCEPTING THE BID OF DEVINEY EQUIPMENT, INC. FOR TWO (2) CRAWLER-MOUNTED COMPACT HYDRAULIC EXCAVATORS FOR \$217,580.00 (BID NO. 06509-011618) (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney

Nakesha Watkins, Legal Counsel *NW*

3/22/18

DATE

OFFICE OF THE CITY ATTORNEY
C. MARCH 30, 2018
LUM

ORDER AUTHORIZING THE MAYOR TO APPLY FOR WATER POLLUTION CONTROL REVOLVING FUND LOANS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VARIOUS EMERGENCY SEWER REPAIR PROJECTS AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR SUCH LOANS (ALL WARDS)

WHEREAS, the Mississippi Department of Environmental Quality operates the State Water Pollution Control Emergency Loan Fund Program to provide assistance to communities with emergency sewer repairs and replacements in an effort to maintain the water quality of State waters; and

WHEREAS, the Mississippi Department of Environmental Quality emergency loan program can provide up to \$350,000 per loan; and

WHEREAS, the City of Jackson, MS is in need of funding for various sewer repair/replacement projects throughout the City's collection system; and

WHEREAS, the City of Jackson intends to submit applications to request multiple loans for this work; and

WHEREAS, the terms for the repayment of the loans are 4.00% interest rate with a ten year repayment period that will begin at the completion of each project; and

WHEREAS, in order for the City of Jackson to receive and administer Water Pollution Control Revolving Emergency Loans for various projects the Mayor of the City of Jackson, Mississippi, must be designated as the authorized representative to make applications for assistance, execute the loan agreements and any amendments, and to sign documents on behalf of the applicant, required to undertake and complete the project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to apply to the Mississippi Department of Environmental Quality for various Water Pollution Control Emergency Loans in an amount up to \$350,000.00 for each loan.

IT IS FURTHER ORDERED that the Mayor is designated as the representative of the City of Jackson for these loans, and is authorized to execute any and all loan agreements and amendments, and to sign documents on behalf of the City of Jackson, required to undertake and complete the emergency sewer repairs and replacements.

ITEM # 31
DATE: 4-10-18
BY: WILLIAMS, MILLER, LUMUMBA

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: March 27, 2018

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item for authoring the Mayor to execute all related documents to apply for an emergency SRF loan. The loan will be used repair possibly several locations where the sewer infrastructure has collapsed, and caused raw sewer to enter into nearby streams violating the Clean Water Act. The criteria for the loans are payback over 10 years at a 4% interest rate.

It is the recommendation of Public Works that approval is granted to allow the Mayor to execute all related documents for the emergency loan application. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
March 27, 2018

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPLY FOR WATER POLLUTION CONTROL REVOLVING FUND LOANS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VARIOUS EMERGENCY SEWER REPAIR PROJECTS AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR SUCH LOANS.
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 4, 6, and 7
3.	Who will be affected	City of Jackson Corporate Limits
4.	Benefits	Sewer Infrastructure Improvements
5.	Schedule (beginning date)	When the loan agreements are signed by the Mayor
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	N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water/Sewer Revenue Funds
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 AUTHORIZING THE MAYOR TO APPLY FOR WATER POLLUTION CONTROL REVOLVING FUND LOANS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VARIOUS EMERGENCY SEWER REPAIR PROJECTS AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR SUCH LOANS is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Nakesha Watkins, *Legal Counsel* 

4/2/18

DATE

OFFICE OF THE CITY ATTORNEY
30-2018
nmw

OFFICE OF THE CITY ATTORNEY
March 30, 2018
(m)

ORDER CLARIFYING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH MIDDLE SOUTH COMPUTER FOR AN HP DESIGNJET T2530 MULTIFUNCTION PRINTER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the governing authorities for the City of Jackson approved an Order Authorizing Mayor to Execute A 48-Month Rental Agreement with Middle South Computer for an HP Designjet T2530 Multifunction Printer to be Used by the Engineering Division within the Department of Public Works on January 3, 2018; and

WHEREAS, Middle South Computer is an authorized Hewlett-Packard Partner; and

WHEREAS, Hewlett-Packard Financial Services Company is the leasing source and actual party to the lease agreement with the City of Jackson; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the leasing agreement with Hewlett-Packard Financial Services Company for the 48-month rental of an HP DesignJet T2530 Multifunction Printer with auxiliary equipment at a cost of \$309.96 per month from Middle South Computer.

ITEM#: 32
AGENDA DATE: 4-10-18
BY: WILLIAMS, MILLER, LUMUMBA.



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

DATE: March 27, 2018
TO: Chokwe Antar Lumumba., Mayor
FROM: Robert K Miller, Director of Public Works
RE: Engineering Division Multifunction Printer

A handwritten signature in blue ink, appearing to read "Robert K Miller".

The current contract providing for the 48 month rental of an imagePROGRAF large Multifunction Printer with auxiliary equipment for use by the Engineering Division will expire in December 2017.

The Engineering Division has reviewed large multifunction printers available through the State of Mississippi Contract and decided the HP DesignJet T2530 large Multifunction printer with auxiliary equipment (available through State Contract #8500000350) is best suited to meet the needs of the Engineering Division

Middle South Computer is the supplier of the large multifunction printer and provides this pricing through state contract pricing as an authorized dealer. The City will enter into an agreement with Hewlett-Packard Financial Services Company for monthly use.

The requested multifunction printer monthly lease price is \$306.96/month which includes maintenance.

It is the recommendation of the Department of Public Works that this agreement is approved. If any additional information is required, please do not hesitate to contact me 2091.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 27, 2018
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER CLARIFYING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH MIDDLE SOUTH COMPUTER FOR AN HP DESIGNJET T2530 MULTIFUNCTION PRINTER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS.																																													
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 	This item allows the Engineering Division to produce the various types of documents required for this office to perform its intended functions.																																													
3.	Who will be affected	Engineering Division																																													
4.	Benefits	Improved quality of documents and productivity																																													
5.	Schedule (beginning date)	Upon expiration of current copier contract																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Hood Building																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Engineering Division Department of Public Works																																													
8.	COST	\$306.96 per month over a 48 month rental period																																													
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"/> 	Acct #001-450106514																																													
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	___
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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 CLARIFYING PREVIOUS ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH MIDDLE SOUTH COMPUTER FOR AN HP DESIGNJET T2530 MULTIFUNCTION PRINTER TO BE USED BY THE ENGINEERING DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS is legally sufficient for placement in NOVUS Agenda.

Sharon D. Gipson, *City Attorney*

Nakesha Watkins, *Legal Counsel* NW

7/2/18

DATE

OFFICE OF THE CITY ATTORNEY
CLERK
JUL 20 2018

RESOLUTION ACKNOWLEDGING RECEIPT OF THE JACKSON-FAIRGROUNDS LEVEE SYSTEM RISK ASSESSMENT OF THE U.S. ARMY CORPS OF ENGINEERS.

OFFICE OF THE CITY ATTORNEY
4/8/18
3/2018

WHEREAS, the Rankin-Hinds Pearl River Flood and Drainage Control District operates and maintains a system of levees to protect citizens and property in the City of Jackson from injury and damaged caused by flooding of the Pearl River; and

WHEREAS, the U.S. Army Corps of Engineers periodically assesses levees for flood risks; and

WHEREAS, the U.S. Army Corps of Engineers has provided its risk assessment for the Jackson-Fairgrounds Levee System, operated and maintained by the Rankin-Hinds Pearl River Flood and Drainage Control District, which is a section of levee that protects citizens and property in the City of Jackson; and

WHEREAS, the U.S. Army Corps of Engineers requires the Rankin-Hinds Pearl River Flood and Drainage Control District to disseminate the U.S. Army Corps of Engineers risk assessment to communities and citizens that may be affected in the event of a levee failure; and

WHEREAS, the City of Jackson has received the risk assessment for the Jackson-Fairgrounds Levee System from the Rankin-Hinds Pearl River Flood and Drainage Control District.

THEREFORE, BE IT RESOLVED that the City of Jackson, Mississippi acknowledges the receipt of the Army Corps of Engineers Risk Assessment of the Jackson-Fairgrounds Levee System from the Rankin-Hinds Pearl River Flood and Drainage Control District.

BE IT FURTHER RESOLVED that the Jackson-Fairgrounds Levee System Risk Assessment be published in the minutes of the City of Jackson Council Meeting for this date as an attachment to this resolution for the benefit of citizens of the City of Jackson to evaluate the risk of injury or property damage from this levee system.

ITEM # 33

AGENDA DATE: _____

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 2, 2018
DATE

POINTS		COMMENTS
1.	Brief Description	RESOLUTION ACKNOWLEDGING RECEIPT OF THE JACKSON-FAIRGROUNDS LEVEE SYSTEM RISK ASSESSMENT OF THE U.S. ARMY CORPS OF ENGINEERS.
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 Life
3.	Who will be affected	Citizens and property protected by the Jackson-Fairgrounds Levee System
4.	Benefits	Provides citizens with the results of the risk assessment
5.	Schedule (beginning date)	Upon publication of the minutes
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"/>	Department of Public Works
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___ FBE _____% 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: Robert K. Miller, Director, Department of Public Works

A handwritten signature in black ink, appearing to read "Robert K. Miller".

Council Agenda Item Briefing Memo

Agenda Item: RESOLUTION ACKNOWLEDGING RECEIPT OF THE JACKSON-FAIRGROUNDS LEVEE SYSTEM RISK ASSESSMENT OF THE U.S. ARMY CORPS OF ENGINEERS.

Item #:
Council Meeting: Regular Council Meeting, April 10, 2018
Purpose: To publish in the minutes of the City Council the Army Corps of Engineers Risk Assessment of the Jackson-Fairgrounds Levee System
Cost: N/A
Funding Source: N/A

Background:

Officials of the Rankin-Hinds Pearl River Flood and Drainage Control District recently provided the City with a risk assessment of the Jackson-Fairgrounds Levee System (the Risk Assessment). The Army Corps of Engineers requires the entity responsible of operation and maintenance of a levee to disseminate the Risk Assessment to the communities that may be affected by the failure of a levee. Those communities are supposed to make that information available to its potentially affected citizens by placing the risk assessment in their minutes.

The risk assessment to be included in the minutes after the resolution is attached.


Please let me know if you need any additional information or have any questions.

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

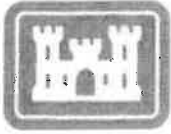
OFFICE OF THE CITY ATTORNEY

This RESOLUTION ACKNOWLEDGING RECEIPT OF THE JACKSON FAIRGROUNDS LEVEE SYSTEM RISK ASSESSMENT OF THE U.S. ARMY CORPS OF ENGINEERS is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, City Attorney
Terry Williamson, Legal Counsel

4/3/18
DATE



Levee System Summary Jackson-Fairgrounds Levee System, Jackson, Mississippi

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG®

11/17/2017

Project Description The Jackson-Fairgrounds Levee System was constructed in 1968 to provide flood risk reduction to the eastern portion of Jackson, Mississippi. It is locally maintained by the Rankin-Hinds Pearl River Flood and Drainage Control District. The levee has an average height of 21 feet and has a length of approximately 2 miles. The levee system provides benefits to approximately 1,000 people that work and live behind the levee, with more than \$173 million in land and property value. The primary flood risk concerns are based on local storm runoff, with flooding on the Pearl River being the main source. During past flooding events, see page (water penetrating through or under the levee) has been noted in isolated areas of the levee The Levee routinely performs well during yearly flood events, with no breaches, including during an overtopping flood event in 1979.



Risk Characterization: The major performance risk identified with the levee is failure due to the seepage issues observed during historic flood events. The USACE and the Levee District have a plan to address seepage issues as they occur and past efforts to "flood fight" seepage issues have been successful. However, the presence of seepage issues can increase the risk of a levee failure. A levee failure due to seepage would occur suddenly, which reduces the time to warn people and evacuate the area. A reduction in warning time may increase the likelihood of property damage and human fatalities. Another risk driver is a sewer line that had significant inflow and infiltration from flood water prior to The City of Jackson West Bank Interceptor rehabilitation projects. The City's projects have reduced the risk significantly. The leveed area lacks a flood warning system. The Levee District maintains an Emergency Action Plan that includes notification of Rankin County, Hinds County, and affected municipalities' Emergency Operations Centers. Flooding of the leveed area would also result in significant property losses and economic damages. The following table provides recommendations on how to improve on the potential risk drivers.

What is driving the risk? Listed in order of priority	What is being done about it? Risk Management
Prior Seepage issues during flood event	If during a future flood event seepage does occur, a soil investigation and seepage analysis should be performed in the areas where seepage has been observed. If the seepage analysis reveals seepage concerns, relief wells (wells designed to control seepage paths) or seepage berms (additional material added to the toe of the levee to help reduce seepage) should be added as needed to reduce risk due to seepage.
Sewer Line Encroachment	The City of Jackson has completed numerous repairs to the sewer line which has significantly reduced inflow and infiltration.
Improve Evacuation effectiveness	USACE and local county and city emergency management offices should work together to update the evacuation plans and increase public awareness.

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4155 EAST CLAY STREET, VICKSBURG, MISSISSIPPI
<http://www.mvk.usace.army.mil>

What Can You Do?

Individual residents and communities have a variety of actions that can be taken in order to reduce their exposure to risk associated with the levee system. The community should be aware of their role in managing flood risks.

- Be aware if you live or work in an area protected by a levee.
- Remain vigilant during flood events; listen for and follow instructions from local emergency management officials. Know your community's flood emergency preparedness and evacuation plans and be prepared to evacuate during a flood.
- Develop and practice a personal, family or business emergency preparedness plan.
- Purchase flood insurance even if it's not required. Insurance transfers risk and makes communities more resilient. Flood proof structures to reduce impacts of flooding to your home or business.
- Support your local levee Sponsor in their efforts to operate and maintain a safe levee system. Encourage

elected local, county and state officials to make sound flood risk management decisions. **Additional Levee**

Information

- Latest Inspection and Rating: Routine Inspection was completed in 2016 and was rated unacceptable. The ratings were based on prior isolated seepage issues during a high water event, a sewer valve encroachment on the slope of the levee, and drainage culverts had not been videoed since construction (work completed early 2017). As a result of the recent repairs the rating is under re-evaluation. The Sponsor is actively operating and maintaining their levee segment and requiring responsible parties to continue to take corrective action on those issues identified during inspections.
- Rehabilitation Program Eligibility Status: The levee system is in Inactive status and is currently not eligible for federal assistance in repairing damages to the levee caused by floods but this will be reconsidered during the reevaluation process.
- National Flood Insurance Program (NFIP) Status: The Jackson Fairgrounds levee system is accredited in FEMA's NFIP. Hinds County is using the existing flood maps for the protected area behind the levee. This information is current as of: January 13, 2017. Access NFIP flood hazard mapping products, including Flood Insurance Rate Maps, at the FEMA Flood Map Service Center website: <https://msc.fema.gov/>.

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<http://wmv.myk.usace.army.mil>

Who Can I Contact? Information concerning this levee system may be obtained by contacting the following entities:

Local Emergency Management Agency	Hinds County Emergency Management Agency Ricky Moore: (601) 960-1476
Levee Sponsors	Rankin-Hinds Pearl River Flood and Drainage Control District.
Community/County	Jackson, Mississippi Hinds County, Mississippi
FEMA National Flood Insurance Program	For general questions about the NFIP, contact the FEMA Map Information exchange (FMIX): 1-877-336-2627 (toll-free), or email at: FEMAMapSpecialist@riskmapcde.com For questions about FEMA flood hazard mapping for this levee system, contact: FEMA Region IV.
National Levee Database	http://nld.usace.army.mil

FLOOD RISK ASSOCIATED WITH LEVEES CAN CHANGE
Know your risk, know your role, and take action!

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4155 EAST CLAY STREET, VICKSBURG, MISSISSIPPI
http://www.mvk_usace.army.mil

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE PURPOSE OF HOLDING A CRIME AND JUSTICE SUMMIT.

WHEREAS, the City of Jackson, Mississippi's ("City"), Department of Constituent Services is committed to addressing the concerns of citizens in our community; and

WHEREAS, constituents throughout the community have voiced concerns about crime and the need for "people centered" resolutions to these issues; and

WHEREAS, the Mayor and his Administration are committed to ensuring best practices/ policies for the safety of citizens across our community; and

WHEREAS, The City of Jackson wishes to include public participation in finding a solution to the issue of crime in the city by hosting the Crime Summit to expand the dialogue centered on building safer neighborhoods and communities across Jackson.

IT IS THEREFORE ORDERD, that the Mayor be authorized to execute any and all necessary documents to enter into an Agreement with the Jackson Convention Complex for the purpose of holding a Crime and Justice Summit on April 19, 2018 at a cost not to exceed two-hundred and fifty dollars (\$250.00).

Item #34
April 10, 2018
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 **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE JACKSON CONVENTION COMPLEX FOR THE PURPOSE OF HOLDING A CRIME AND JUSTICE SUMMIT** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Date 4/4/18

**JACKSON CONVENTION COMPLEX
LICENSE AGREEMENT #5114MA**

This agreement is made and entered into on **September 13, 2017**, between the Jackson Convention Complex-SMG ("Licensor") and **City of Jackson** ("Licensee") having an address at **219 S. President St., Jackson MS 39201** 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;

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, 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 Crime Summit** ("Event");
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 **April 19, 2018** ("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 **\$250.00**, based on the following Fee Schedule:

Fee Schedule

Function	Space/Room	Estimated Attendance	Time Reserved	Date(s)	Rental Rate	Required Security
Set Up	Theater	Flow	3pm-5pm	Thursday, April 19, 2018	\$0.00	
Doors Open/Sign In	Theater	Flow	5pm	Thursday, April 19, 2018	\$0.00	
Meeting	Theater	Flow	6pm-7:30pm	Thursday, April 19, 2018	\$3,000.00	
<i>Rental Discount: City of Jackson Usage</i>					<i>(\$3,000.00)</i>	<i>\$250.00</i>
Total rental and ancillary fees:					\$0.00	\$250.00
License Fee:					\$250.00	

The License Fee of **\$0.00** is based on a total Rental amount of **\$0.00 (excluding tax)** and a total estimated ancillary fee of **\$250.00**, excluding administrative fees and taxes. Facility rental will be subject to an 11% tax rate for events that include catering services.

- A. The License Fee shall be payable as follows:
 - i. **\$250.00** non-refundable payment with signed License Agreement due no later than **March 9, 2018**.
 - ii. Food/Beverage and any other ancillary charges incurred will be due **May 19, 2018 (30 days post event date)**.
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 and may be subject sales tax. 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. **Estimated Security: \$250.00**
 - 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 **Keyshia 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 #5114MA

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, within 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 on the Certificate of Insurance as additional insured:

- Jackson Convention Complex/SMIG
- Capital City Convention Center Commission
- Their directors, officers and employees

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:** Omitted Intentionally.

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 #5114MA

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 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 #5114MA

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 #5114MA

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

City of Jackson 219 S. President St., Jackson MS 39201 601.960.2324 / 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 #5114MA

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:: _____	

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2018 BACK TO SCHOOL CELEBRATION

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson, Mississippi's ("City"), Department of Constituent Services will hold the 2018 Back to School Celebration on Saturday, July 28, 2018, 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, ORDERED, that the Mayor be authorized to execute an agreement with the Jackson Convention Complex for the 2018 Back to School Event.

Item #35
April 10, 2018
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 **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE JACKSON CONVENTION COMPLEX TO HOST THE CITY OF JACKSON, MISSISSIPPI 2018 BACK TO SCHOOL CELEBRATION** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Date 4/2/18



**JACKSON CONVENTION COMPLEX
CITY OF JACKSON LICENSE AGREEMENT #4844MA**

This agreement is made and entered into on **February 22, 2018**, 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 – 2018 Back to School Event** ("Event").
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 **Fri, July 27 - Sat, July 28, 2018** ("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 12'x24' stage, (50) unskirted tables + 500 theatre style seats	Exhibit Halls A-B	Flow	2pm-6pm	Friday, July 27, 2018	\$4,000.00	
Doors Open	Exhibit Halls A-B	1,000	9am	Saturday, July 28, 2018	\$0.00	
Program w/cash food concessions	Exhibit Halls A-B	1,000	10am-2pm	Saturday, July 28, 2018	\$8,000.00	
Move-out	Exhibit Halls A-B	Flow	2pm-5pm	Saturday, July 28, 2018	\$0.00	
<i>Rental Discount: City of Jackson usage</i>					<i>(\$12,000.00)</i>	<i>\$1,100.00</i>
Total Rental and estimated security:					\$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** and a total food and beverage purchase of no less than **\$0.00**, excluding service 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 with signed license agreement by **March 23, 2018**.
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. Estimated Security: \$1,100.
 - 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 **Keyshia 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.

Initials _____ / _____

Additional Terms and Conditions – License Agreement # 4844MA

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, within 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 on the Certificate of Insurance as additional insured:
- Jackson Convention Complex/SMIG
 - Capital City Convention Center Commission
 - Their directors, officers and employees

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 # 4844MA

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, then 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 # 4844MA

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.

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:

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:: _____	

ORDER APPOINTING WILLIE OWENS, CHIEF OF THE JACKSON FIRE DEPARTMENT, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on October 30, 2017, the Mayor nominated Willie Owens as Chief of the Jackson Fire Department for the City of Jackson, Mississippi; and

WHEREAS, the nomination came before the City Council for confirmation as required by section 21-8-23, Mississippi Code 1972, as amended; and

WHEREAS, the City Council has considered the nomination, and a majority of the Council present and voting has determined that the nomination should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that Willie Owens is appointed as Chief of the Jackson Fire Department for the City of Jackson, Mississippi.

Item #36
April 10, 2018
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

OFFICE OF THE CITY ATTORNEY

This **ORDER APPOINTING WILLIE OWENS, CHIEF OF THE JACKSON FIRE DEPARTMENT, CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Sharon D. Gipson, *City Attorney*

Date 4/4/18

ORDER TO OVERRIDE THE APRIL 2, 2018 MAYOR’S VETO ON THE “ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI REVISING FISCAL YEAR 2017-2018 BUDGET TO FUND A SALARY ADJUSTMENT OF DEPUTY CITY CLERK I (PT) POSITIONS” ON THE JANUARY 18, 2018 CITY COUNCIL MEETING MINUTES.

WHEREAS, the City Council passed Agenda Item No. 37 during its January 18, 2018 Regular City Council meeting, revising Fiscal Year 2017-2018 Budget to fund a salary adjustment of Deputy City Clerk 1 (PT) positions; and

WHEREAS, the City Council of Jackson, Mississippi deems that the funding of said salary adjustment is necessary to attract and retain qualified part-time staff within the Office of the City Clerk and is in the best interest of its citizenry; and

WHEREAS, said Order was passed by the City Council with four (4) in favor, (1) opposing and two (2) absences; and

WHEREAS, said Order was vetoed by Mayor Chokwe A. Lumumba on April 2, 2018; and

WHEREAS, Charles H. Tillman, President of the Jackson City Council, pursuant to 21-8-18(2) of the Mississippi Code Annotated of 1972, in response to the Honorable Chokwe A. Lumumba’s veto, places this Order of reconsideration of vetoed Order before the City Council.

IT IS HEREBY ORDERED that the Order to revise Fiscal Year 2017-2018 budget to fund a salary adjustment of Deputy City Clerk 1 (PT) positions be reinstated by a two-thirds majority vote of the members present and voting resolving to override the Mayor’s veto.

Item #37
April 10, 2018
Priester, Tillman

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF SOUTHERN HORSEMEN ASSOCIATION FOR HOSTING THE MISSISSIPPI ZYDECO JAMBOREE TRAIL RIDE & RODEO.

WHEREAS, the City Council of Jackson, Mississippi wishes to acknowledge the Southern Horsemen Association for their commitment to doing business in the City of Jackson for the next 5 years. The Founder/President Mr. Shandell Henderson and the Director of Public Relations Mr. Stanley Johnson of the Southern Horsemen Association has been hosting the Mississippi Zydeco Jamboree for 3 years in surrounding cities. For the 4th Annual Mississippi Zydeco Jamboree, the Southern Horsemen Association plans to host the event here in the capital city Jackson, Mississippi for the first time August 9-11, 2018. As a result, Southern Horsemen Association has entered into an agreement with local hotels and businesses to help create revenue. The Mississippi Zydeco Jamboree Trail Ride & Rodeo will consist of 3 fun filled days at The Mississippi State Fairgrounds. This event will also benefit the Share a Life Foundation's "Back to School Drive"; and

WHEREAS, Zydeco Music evolved in the 20th Century in Louisiana which includes blends of rhythm and blues, indigenous Louisiana Creoles/native music, and American folk music. The 4th Annual Mississippi Zydeco Jamboree is expected to attract over 10,000 participants and spectators from all over Mississippi and states such as Louisiana, Texas, Arkansas, Georgia, Alabama, and more. By having the 4th Annual Mississippi Zydeco Jamboree in Jackson, Mississippi Southern Horsemen Association plans to promote equine events in Mississippi with the highest level of respect, responsibility, sportsmanship, leadership, and confidence; and

WHEREAS, The Mississippi Zydeco Jamboree Event will include a trail ride, rodeo, live entertainment (including many different genres of music) and "Cowboy Church".

NOW, THEREFORE, BE IT RESOLVED that Councilman Aaron Banks, along with his Council colleagues do hereby recognize and congratulate Southern Horsemen Association for their contributions, hard work, community involvement, and continued success within Jackson, Mississippi.

Agenda Item No. 38

Date: April 10, 2018

By: Banks

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO COMMIT TO PREVENTING GUN VIOLENCE. BY SUPPORTING THE 1994 BAN ON ASSAULT WEAPONS, CRIMINAL BACKGROUND CHECKS MANDATED ON ALL GUN SALES, OPPOSE AND REPEAL THE OPEN CARRY LAW, AND MAKE GUN TRAFFICKING A FEDERAL CRIME.

WHEREAS, the City Council of Jackson, Mississippi do hereby:

- Express its condolences and support for the victims of gun violence and their families, particularly in the wake of the recent massacres and shootings in San Bruno, California (YouTube); Houston, TX (Facebook live) Parkland, Fla; Las Vegas, Nevada; Sutherland Springs, Texas; and
- Express its support for law enforcement officers and other first responders who protect our community and whose lives are put at greater risk due to the proliferation of illegal firearms; and
- Express its firm belief that solutions to end gun violence must be multi-faceted and include consideration of everything from mental health issues to violent “entertainment” to firearm availability; and
- Call on all national, state and local community leaders to work together- in the spirit of cooperation – to find solutions to end gun violence, particularly as it affects children; and
- Call on citizens of the City of Jackson to engage each other in a civil, reasonable, productive discussion of ways in which we can prevent gun violence in our city; and

WHEREAS, local taxpayers must bear the financial burden of the threat of gun violence with the need for increased presence of police personnel, with the installation and the use of bulletproof vests, military style weapons, and enhanced security and protective features at schools, public buildings and vehicles that result in an added tax burden; and

WHEREAS, elected officials have a responsibility to protect their communities by holding gun offenders and irresponsible gun dealers accountable, demanding access to trace data that is critical to law enforcement efforts to combat illegal gun trafficking and working with legislators to fix gaps, weaknesses and loopholes in the law that make it far too easy for criminals and other prohibited purchasers to get guns; and

WHEREAS, the City Council of Jackson, Mississippi support reasonable gun regulations, curbing the use of semi-automatic weapons, better mental health care, banning military-style weapons and making gun trafficking a federal crime and recognize the military weapons with no civilian use have no place in civil society; and

WHEREAS, universal background checks that require a background check on all purchasers before they obtain a gun will help reduce the murder and gun violence rate; and

WHEREAS, Congress has effectively banned the Centers for Disease Control and Prevention from study of the effects of gun violence on public health due to pressure from the gun lobby; and

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WHEREAS, illegal trafficking of guns from states with weak laws to states with strong laws undermines the safety of Jackson residents; and

WHEREAS, open carrying of handguns in the state of Mississippi without requiring a license or permit threatens the safety and well-being of citizens and law enforcement; and

WHEREAS, when guns in homes are safely secured, children cannot have access to guns;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Jackson, Mississippi that we:

- Support lethal, military-style weapons and high-capacity magazines being kept off our streets by restoring the 1994 ban on assault weapons and large-capacity gun magazines; and
- Support criminal background checks being mandated on all gun sales within the United States and databases being effectively maintained; and
- Oppose and support the repeal of the Open Carry Law of the State of Mississippi; and
- Support Congress eliminating the NRA backed amendment that restricts the Centers for Disease Control and Prevention from researching the relationship between gun violence and public health and begin funding meaningful studies on the effects of gun violence on public health; and
- Support measures being enacted to make gun trafficking a Federal crime.

IT IS FURTHER RESOLVED that copies of this resolution be forwarded to the United States House Senate and Representatives that represent the state of Mississippi, the Mississippi State Senate and House members that represent the municipality of Jackson, MS.