

OFFICE OF THE CITY ATTORNEY  
7/17/19  
JW

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

**WHEREAS**, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in City of Jackson Sign Ordinance, Sections 102-26, et seq., of the City of Jackson Code of Ordinances; and

**WHEREAS**, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

**WHEREAS**, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

**WHEREAS**, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

**WHEREAS**, Sophomore Spanish Club, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS THEREFORE, ORDERED** that Sophomore Spanish Club is hereby *(approved)* a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and the applicant *(has)* met the necessary criteria for the requested variance.

**IT IS FURTHER ORDERED** that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance *(would)* deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested *(will not)* confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Coleman, Kumar, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/8/19  
DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	To erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A					
3.	<b>Who will be affected</b>	N/A					
4.	<b>Benefits</b>	N/A					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	200 District Blvd (Ward 7)					
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division					
8.	<b>COST</b>	N/A					
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	<b>EBO participation</b>	ABE _____%	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>

Revised 2-04

**STAFF RECOMMENDATION: APPROVE**

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Dr. Mukesh Kumar, Director  
Department of Planning & Development

**DATE:** *OKA* July 8, 2019

**RE:** Sign Variance

---

Sophomore Spanish Club, located at 200 District Blvd, is requesting a variance to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
7/17/19  
7/17/19  
7/17/19


## OFFICE OF THE CITY ATTORNEY

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**This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE** is legally sufficient for placement in NOVUS Agenda.



**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* 



**Date**

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JUN 25 2019

SIGN AND LICENSE DIVISION

FOR OFFICE USE ONLY

CASE NO.:

CITY OF JACKSON, MS

Application for Sign Variance

I. Subject Property Address: 200 District Blvd E; Jackson MS 39211

II. Purpose for requested Sign Variance: (Brief Description) Signage allowance too small for facade of storefront.

III. Have you or any other individual been cited for or notified of any ordinance violations related to this property or business? NO If yes, please give details and dates of violations:

IV. Are there any Restrictive Covenants? NO If yes, please attach copies

V. What is the Zoning classification of property? CMU-1 If yes, please attach copies of agency findings and decisions.

VI. APPLICANT'S INFORMATION:

Name: Sophomore Spanish Club, Ted Duckworth Mailing Address: 308 E. Pearl St #200 City: Jackson State: MS Zip: 39201 Contact Phone: (601) 914-0800 Fax: Email: ted@duckworthreality.com

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SIGN AND LICENSE DIVISION

VII. APPLICANT WILL BE REPRESENTED BY:

Name: Scott Allen, A+ Signs & Creative  
Mailing Address: 4147 A Northview Drive  
City: Jackson State: MS Zip: 39206  
Contact Phone: (601) 355-9595 Fax: N/A  
Email: sallen@aplusigns.com, bhughes@aplusigns.com

VIII. CURRENT PROPERTY OWNER(S):

Name: Ted Duckworth  
Mailing Address: 308 E. Pearl St. #200  
City: Jackson State: MS Zip: 39201  
Email: ted@duckworthrealty.com

IX. APPLICATION FEE SCHEDULE: \*fees are non-refundable after public hearing

         Variance(s)                      \$450.00

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SIGN AND LICENSE DIVISION

Variance Application:  
Sophomore Spanish  
Club

**DECLARATION:**

By signing this application, it is understood and agreed that permission is hereby given the duly authorized representative of the City of Jackson to make an investigation of the need for the sign variance request. It is further understood that the Sign & License Manager and staff may inspect the subject property, make photographs and obtain any verifications and data necessary for preparation of its report to the City Council.

The above information is true and complete to the best of my knowledge.

WITNESS THE SIGNATURE(S) of the owner(s) of the subject property located at

[Signature] Jackson, Mississippi

On this the 25<sup>th</sup> day of June, 2019.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the within named:

TED DUCKWOORTH

Who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Sign Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25<sup>th</sup>

Day of June, 2019.

MY COMMISSION EXPIRES:



Lindsay W. Kellebrew  
NOTARY PUBLIC



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JUL - 1 2019

SIGN AND LICENSE DIVISION

To whom it may concern:

The owner of 200 District Blvd. E. is requesting building mounted signage for the Sophomore Spanish Club, a new restaurant opening in The District at Eastover. There are multiple facades of the restaurant. The proposed signage will be mounted to the north and west elevations.


The Sophomore Spanish Club is located in a CMU-1 zoning district. The allowed square footage for this zoned property is 15 sq. ft, which would result in a sign measuring approximately 3' x 5'. This size would look abnormally small for the storefront. The size restrictions pose challenges for the fabrication process as well. We are proposing signage for the north and west elevations in order to advertise to potential customers on the surrounding thoroughfares, as previously seen at Cantina Loreda, Cultivation Food Hall and Fine and Dandy.

For fabrication and aesthetic purposes, we are requesting two main signs and two directional (to go and entrance) signs. The property owner is proposing multiple signs considering the scale of the restaurant. Our signage proposal will meet the property owner's request for channel letters, and it will make the façade of the storefront more aesthetically pleasing.

Our suggestion is consistent with the existing signage at The District at Eastover that has already been approved by The City of Jackson.

Thank you for your consideration and time.

**Ted Duckworth being the owner of the property hereby acknowledges this Letter of Intent in full and certifies this to be a true and accurate statement.**

  
\_\_\_\_\_ Date 06.25.19

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SIGN AND LICENSE DIVISION

# Letter of Intent

June 25, 2019

City of Jackson, Mississippi  
Department of Planning and Development  
Sign and License Division  
200 South President Street  
PO Box 17  
Jackson, MS 39205-0017

State of Mississippi  
County of Hinds

Sworn to and subscribed before me this the 25<sup>th</sup> day of June 2019.

*Lindsay W. Killebrew*  
Notary Public



Department of Planning and Development



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

July 8, 2019

Sophomore Spanish Club  
Ted Duckworth  
308 E. Pearl St. #200  
Jackson, MS 39201

Re: Sophomore Spanish Club Sign Variance

Dear Mr. Duckworth:

This correspondence is to inform you that our office is currently processing the Sign Variance Application submitted on behalf of Sophomore Spanish Club located at 200 District Blvd.

Pursuant to Sec. 102-40 (5) of the City of Jackson Code of Ordinances, our office is required to inform the applicant or the applicant's representative of the staff's recommendation for a pending Sign Variance Application.

Your application and supporting documentation indicates that Sophomore Spanish Club is requesting to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

The staff's recommendation, to the City Council, will be for approval of your sign variance request. Please understand that granting or denial of all Sign Variance request are by City Council approval only. If you have any comments, questions, or concerns please feel free to contact our office at (601) 960-1154.

Sincerely,

A handwritten signature in black ink that reads "Terry Coleman". The signature is written in a cursive style.

Terry Coleman, Manager  
Signs & License Division

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JUN 25 2019



CITY OF JACKSON  
ZONING DIVISION

Date 6-26-19

Zone CMU-1

Approved By JM

Note \_\_\_\_\_

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

*TO GO PUSH THROUGH*

<b>CONTRACTOR/ERECTOR:</b>	<b>LOCATION/ADDRESS OF SIGN:</b>
Name <u>A+ Signs &amp; Creative</u>	Business Name <u>Sophomore Spanish Club</u>
Address <u>4147 A Northview DR.</u>	Business Address <u>200 District Blvd E.</u>
City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u>	Owner's Name <u>Ted Duckworth</u>
Phone <u>(601) 355-9595</u>	Phone <u>(601) 914-0800</u>
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>	Privilege License # _____
City of Jackson Privilege License # <u>33725</u>	

<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>
Overall Height _____	Height <u>2.6'</u>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>
Height _____	Length <u>2.6'</u>	UL# _____
Length _____	Square Footage <u>5.2 sq ft</u>	Sign Material Type: _____
Square Footage _____	Wall Area <u>25' x 107'</u>	<u>Internally lighted acrylic push through sign w/ aluminum hanging bracket</u>
Wind Pressure _____	<u>2675 sq ft.</u>	
Billboard <input type="checkbox"/>		

<b>WORDING ON SIGN(S):</b>	<b>ZONING CLASS:</b> <u>CMU-1</u>
<u>"to go"</u>	Date Inspected: _____
	APPROVED <input type="checkbox"/>
	DISAPPROVED <input type="checkbox"/>
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>	

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

[Signature] 6/26/19  
Applicant's Signature Date

\_\_\_\_\_  
Sign and License Division Manager

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JUN 25 2019



APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

CITY OF JACKSON ZONING DIVISION	
Date	6-26-19
Zone	CMU-1
Approved By	<i>JM</i>
Note	

SIGN AND LICENSE DIVISION

DATE RECEIVED IN OFFICE:

*entrance sign*

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <i>A+ Signs &amp; Creative Scott Allen</i>		Business Name <i>Sophomore Spanish Club</i>	
Address <i>4147 A Northview Dr.</i>		Business Address <i>200 District Blvd E.</i>	
City <i>Jackson</i> State <i>MS</i> Zip <i>39206</i>		Owner's Name <i>Ted Duckworth</i>	
Phone <i>(601) 355-9595</i>		Phone <i>(601) 914-0800</i>	
Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <i>33125</i>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height _____	Height <i>4'</i>	Internal <input checked="" type="checkbox"/> External <input type="checkbox"/>	
Height _____	Length <i>1.5'</i>	UL# _____	
Length _____	Square Footage <i>60'</i>	Sign Material Type: _____	
Square Footage _____	Wall Area <i>25' x 107'</i>	<i>can letter w/ exposed LED neon, returns painted white</i>	
Wind Pressure _____	<i>2675 sq ft</i>		
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> <i>CMU-1</i>	
<i>"entrar" - which is Spanish for entrance</i>		Date Inspected: _____	
_____		APPROVED <input type="checkbox"/>	
_____		DISAPPROVED <input type="checkbox"/>	
_____			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

*[Signature]* *6/25/19*  
Applicant's Signature Date

\_\_\_\_\_  
Sign and License Division Manager

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SIGN AND LICENSE DIVISION



32" W

Internally Lighted Acrylic Push Through Sign  
Aluminum Hanging Bracket  
Double Sided



Building Mounted, 48" Wide

Can Letter Painted Blue w/ Exposed LED neon, returns painted white

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CITY OF JACKSON  
ZONING DIVISION

Date 6-26-19

Zone CMU-1

Approved By JM

Note \_\_\_\_\_

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

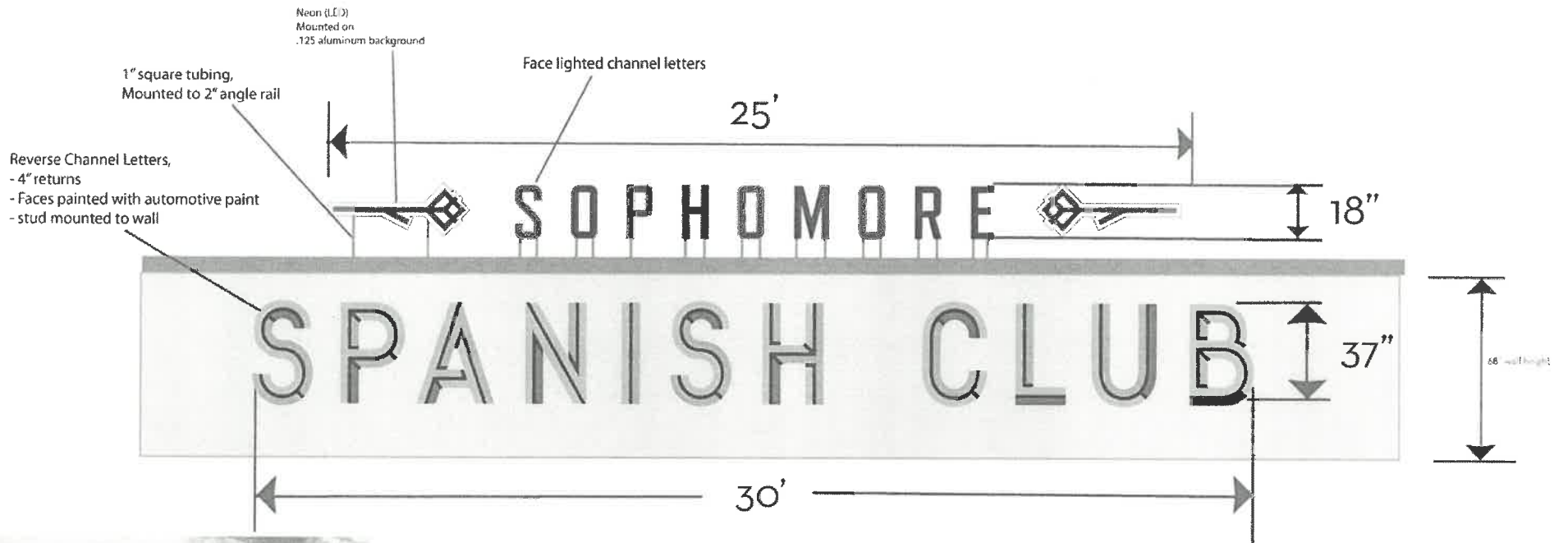
Handpainted: West Elevation

<b>CONTRACTOR/ERECTOR:</b>		<b>LOCATION/ADDRESS OF SIGN:</b>	
Name <u>A Plus Signs / Scott Allen</u>		Business Name <u>Sophomore Spanish Club</u>	
Address <u>4147 A Northview Dr</u>		Business Address <u>200 District Blvd E.</u>	
City <u>JACKSON</u> State <u>MS</u> Zip <u>39204</u>		Owner's Name <u>Ted Duckworth</u>	
Phone <u>(601) 355-9595</u>		Phone <u>(601) 914-0800</u>	
Bonded and Insured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Privilege License # _____	
City of Jackson Privilege License # <u>33725</u>			
<b>GROUND-MOUNTED:</b>	<b>BUILDING-MOUNTED:</b>	<b>TYPE OF LIGHTING:</b>	
Overall Height _____	Height <u>31" Tall</u>	Internal <input type="checkbox"/> External <input checked="" type="checkbox"/>	
Height _____	Length <u>144" Wide</u>	UL# _____	
Length _____	Square Footage <u>30</u>	Sign Material Type: _____	
Square Footage _____	Wall Area <u>25' x 107'</u>	<u>Handpainted sign, lighted externally w/ goosenecks</u>	
Wind Pressure _____	<u>2675'</u>		
Billboard <input type="checkbox"/>			
<b>WORDING ON SIGN(S):</b>		<b>ZONING CLASS:</b> <u>CMU-1</u>	
<u>"Sophomore Spanish Club"</u>		Date Inspected: _____	
_____		APPROVED <input type="checkbox"/>	
_____		DISAPPROVED <input type="checkbox"/>	
_____			
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all City Ordinances, Codes, and State Laws regulating sign construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Scott Allen 6/25/19  
Applicant's Signature Date

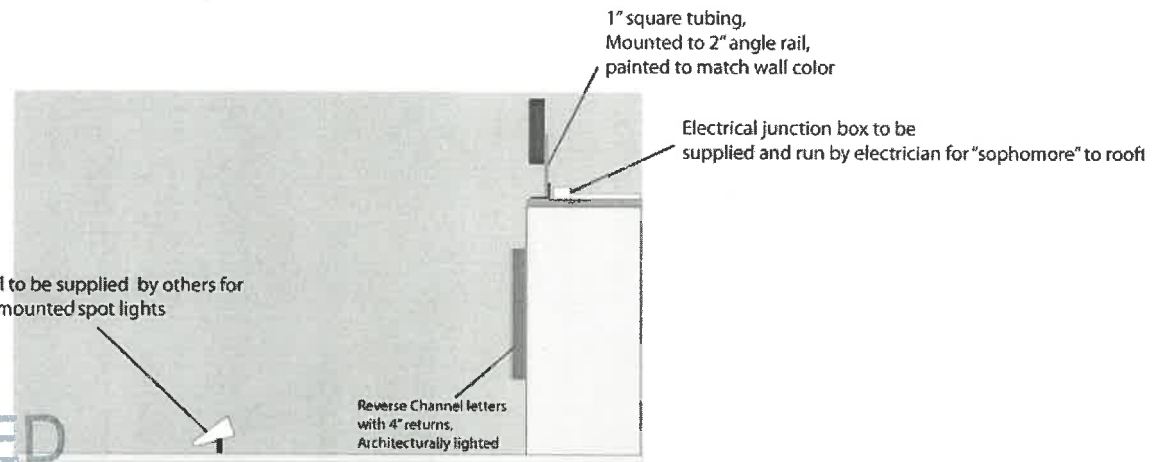
\_\_\_\_\_  
Sign and License Division Manager



day



night



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SIGN AND LICENSE DIVISION



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JUN 25 2019

SIGN AND LICENSE DIVISION



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CITY OF JACKSON  
ZONING DIVISION

Date 6-26-19

Zone CMU-1

Approved By JM

Note \_\_\_\_\_

SIGN AND LICENSE DIVISION

APPLICATION FOR SIGN PERMIT  
CITY OF JACKSON  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
SIGN AND LICENSE DIVISION  
200 S. PRESIDENT STREET-JACKSON, MS 39201  
601-960-1154

DATE RECEIVED IN OFFICE:

<b>CONTRACTOR/ERECTOR:</b> Name <u>Arsigns &amp; Creative Scott Allen</u> Address <u>4147 A Northview DR.</u> City <u>Jackson</u> State <u>MS</u> Zip <u>39206</u> Phone <u>(601) 355-9595</u> Bonded and Insured Yes <input type="checkbox"/> No <input type="checkbox"/> City of Jackson Privilege License # <u>33725</u>		<b>LOCATION/ADDRESS OF SIGN:</b> Business Name <u>Sophomore Spanish Club</u> Business Address <u>200 District Blvd E.</u> Owner's Name <u>Tied Duckworth</u> Phone <u>(601) 914-0800</u> Privilege License # _____	
<b>GROUND-MOUNTED:</b> Overall Height _____ Height _____ Length _____ Square Footage _____ Wind Pressure _____ Billboard <input type="checkbox"/>	<b>BUILDING-MOUNTED:</b> Height <u>approx. 25' x 55"</u> Length _____ Square Footage <u>127.50</u> Wall Area <u>34' x 73'</u> <u>2482 sq ft.</u>	<b>TYPE OF LIGHTING:</b> Internal <input checked="" type="checkbox"/> External <input checked="" type="checkbox"/> UL# _____ Sign Material Type: <u>reverse channel letters &amp; face lighted channel letters</u>	
<b>WORDING ON SIGN(S):</b> <u>"Sophomore Spanish Club"</u> _____ _____ _____		<b>ZONING CLASS:</b> <u>CMU-1</u> Date Inspected: _____ APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	
Temporary Banner <input type="checkbox"/> Plot Drawings <input type="checkbox"/> Sign Drawings <input type="checkbox"/>			

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[Signature] 6/25/19  
Applicant's Signature Date

\_\_\_\_\_  
Sign and License Division Manager

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JUN 25 2019

Handpainted sign

SIGN AND LICENSE DIVISION

SOPHOMORE  
SPANISH CLUB

them hungry eye!  
IT LOCAL

Greetings from  
JXN  
MISSISSIPPI



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SIGN AND LICENSE DIVISION

West Elevation: Hand painted Sign,  
Lighted with goosenecks from barnlight electric

← ◆ SOPHOMORE ◆ →

SPANISH CLUB



Landroll Detail

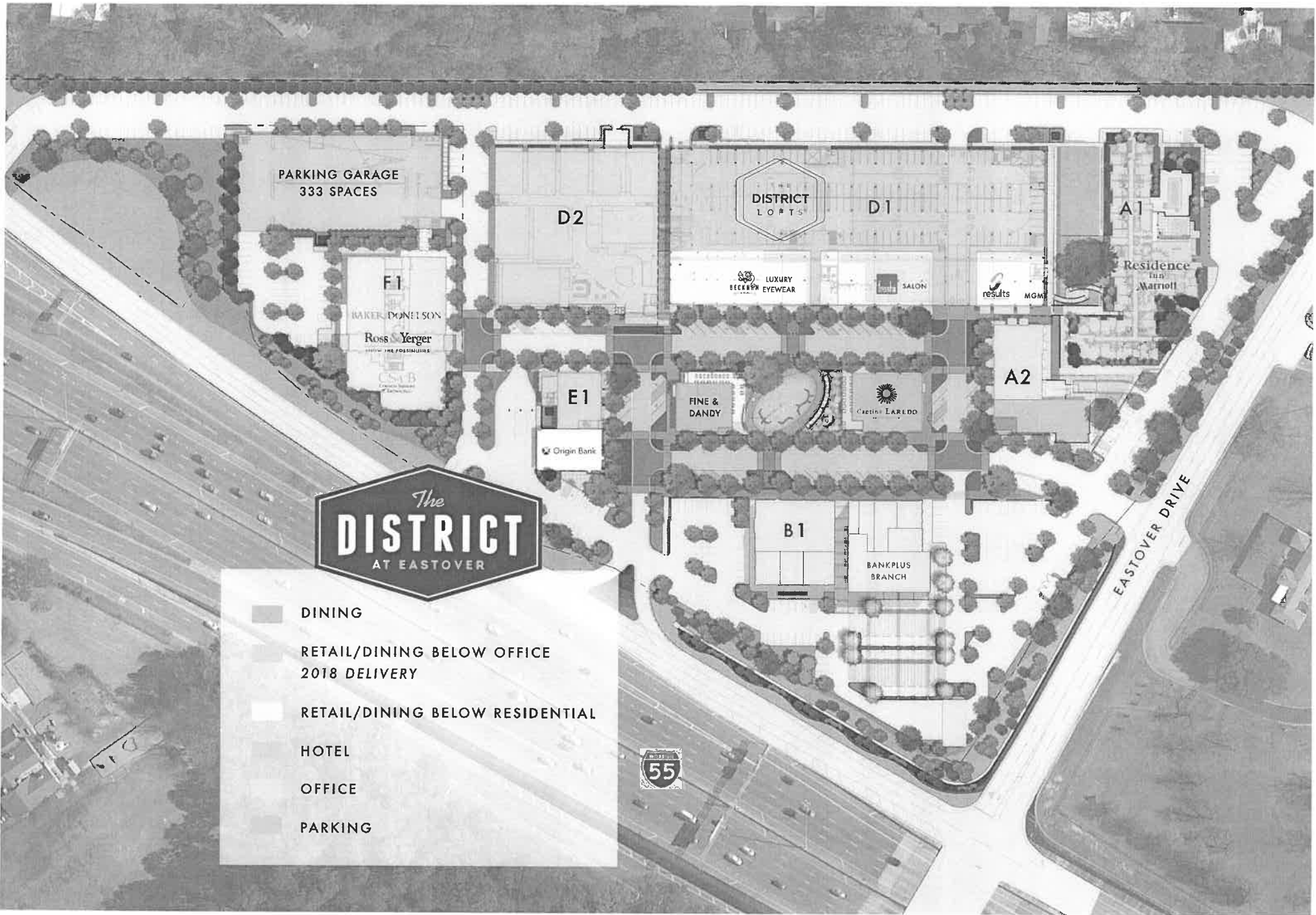
Parcel Number		Map Reference Number	
451-8-11		567.00 1 186.11	
		<input type="radio"/> View Map <input type="radio"/> Property Taxes <input type="radio"/> Gis Map	
Subdivision No.		Homestead Exemption Account Numbers	
3796			
Assessed Owner		Assessed Values	
ARLINGTON DISTRICT LIVING LLC		Land Value 104,630	
ATTN: DAVID G ELLIS		Improvement Value 2,114,790	
2117 SECOND AVE N		Total 2,219,420	
BIRMINGHAM AL 35203		Appraised Values	
Location		Land Value 697,530	
1254 EASTOVER DRIVE		Improvement Value 14,098,600	
Legal Description		Total 14,796,130	
LOT 10 THE DISTRICT AT EASTOVER		Building Info.	
		Type APT	
		Base Area 59,840	
		Adjusted Area 210,916	
		Year Built 2017	
		Deed Info.	
		Book & Page 7183-2538	
		Date 10/20/2015	
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

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SIGN AND LICENSE DIVISION



PARKING GARAGE  
333 SPACES

THE  
DISTRICT  
LOFTS

F1

BAKER DONELSON  
Ross Yerger  
CSAB

D2

D1

LUXURY  
BECKSON EYEWEAR

SALON

results  
MGM

A1

Residence  
Inn  
Marriott

E1

FINE &  
DANDY

Casino LAREDO

A2

Origin Bank

B1

BANKPLUS  
BRANCH

EASTOVER DRIVE

The  
**DISTRICT**  
AT EASTOVER

- DINING
- RETAIL/DINING BELOW OFFICE  
2018 DELIVERY
- RETAIL/DINING BELOW RESIDENTIAL
- HOTEL
- OFFICE
- PARKING



OFFICE OF THE CITY ATTORNEY  
7/17/19  
JWC

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

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**WHEREAS**, Sophomore Spanish Club, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS THEREFORE, ORDERED** that Sophomore Spanish Club is hereby *(denied)* a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant *(has not)* met the necessary criteria for the requested variance.

**IT IS FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance *(would not)* deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested *(will)* confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Coleman, Kumar, Lumumba



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/8/19  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	To erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A	
3.	<b>Who will be affected</b>	N/A	
4.	<b>Benefits</b>	N/A	
5.	<b>Schedule (beginning date)</b>	N/A	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	200 District Blvd (Ward 7)	
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division	
8.	<b>COST</b>	N/A	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u> WAIVER yes _____ no _____ N/A <u>X</u>

Revised 2-04

**STAFF RECOMMENDATION: APPROVE**

Department of Planning and Development



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

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** *Dr. Mukesh Kumar*  
Dr. Mukesh Kumar, Director  
Department of Planning & Development

**DATE:** July 8, 2019

**RE:** Sign Variance

---

Sophomore Spanish Club, located at 200 District Blvd, is requesting a variance to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
7/17/19  
nmw

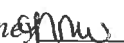
## OFFICE OF THE CITY ATTORNEY

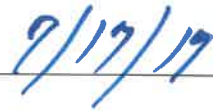
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This **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* 



\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
8/21/19  
Cnmw  
TAK

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1172 – LOT W OF 235 TAFT STREET – \$896.00 – WARD 2**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 2, 2019 for Case 2019-1172 located in Ward 2 of the City of Jackson; and

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

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** appeared next on the rotation list and through its representative, **Doris M. Green**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **LOT W OF 235 TAFT STREET** for the sum of \$896.00 and

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **GREEN CONTRACT CLEANING, LLC** to cut vegetation and remedy conditions on the property located at **LOT W OF 235 TAFT STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$896.00 shall be paid to **GREEN CONTRACT CLEANING, LLC** for the services provided from funds budgeted for the Division.

Item: #5  
Date: 9-3-19  
By: Hilman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/13/2019**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 13, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1172.

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  
August 21, 2019  
nmw

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE # 2019-1172 - LOT W OF 235 TAFT STREET - \$896.00 - is legally sufficient for placement in NOVUS Agenda.**



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* nmw

8/21/19

\_\_\_\_\_  
**Date**

OFFICE OF THE CLERK  
August 21, 2019  
Lumumba  
11/21/19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1157 – 558 BENNING ROAD – \$769.25 – WARD 3**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1157 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC**, appeared next on the rotation list and through its representative, **Donald M. Jones**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 558 Benning Road for the sum of \$769.25 and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at 558 Benning Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$769.25 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #6  
Date: 9-3-19  
By: Hilman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/12/2019**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 12, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.**, for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1157.

Thank you for your consideration.

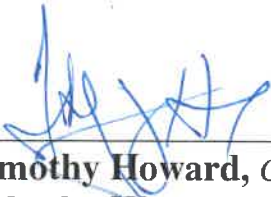
Office of the City Attorney

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  
August 21, 2019  
Jmw

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1157 - 558 BENNING ROAD - \$769.25 - is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Timothy Howard, City Attorney

Nakesha Watkins, Deputy City Attorney Jmw

8/21/19

\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
MWW

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1063 – 3809 N WEST STREET – \$864.00 – WARD 7**

**WHEREAS**, on June 11, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 14, 2019 for Case 2019-1063 located in Ward 7 of the City of Jackson; and

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

**WHEREAS, GREEN CONTRACT CLEANING, LLC** appeared next on the rotation list and through its representative, **Doris M. Green**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **3809 N WEST STREET** for the sum of \$864.00 and

**WHEREAS, GREEN CONTRACT CLEANING, LLC** has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **GREEN CONTRACT CLEANING, LLC** to cut vegetation and remedy conditions on the property located at **3809 N WEST STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$864.00 shall be paid to **GREEN CONTRACT CLEANING, LLC** for the services provided from funds budgeted for the Division.

Item: #7  
Date: 9-3-19  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/13/2019**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 13, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1063.

Thank you for your consideration.

Office of the City Attorney

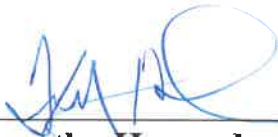
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
CJMw  
8/21/19  
TCA

## OFFICE OF THE CITY ATTORNEY

---

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1063 - 3809 N WEST STREET - \$864.00 - is legally sufficient for placement in NOVUS Agenda.**



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* CJMw

8/21/19

\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
JmW  
8/21/19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1110 – 2<sup>ND</sup> LOT N OF 921 N PRESIDENT STREET – \$1,721.60 – WARD 7**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1110 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** appeared next on the rotation list and through its representative, **Doris M. Green**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **2<sup>ND</sup> LOT N OF 921 N PRESIDENT STREET** for the sum of \$1,721.60 and

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **GREEN CONTRACT CLEANING, LLC** to cut vegetation and remedy conditions on the property located at **2<sup>ND</sup> LOT N OF 921 N PRESIDENT STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,721.60 shall be paid to **GREEN CONTRACT CLEANING, LLC** for the services provided from funds budgeted for the Division.

Item: #8  
Date: 9-3-19  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/13/2019**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
<b>3. Who will be affected</b>	All City of Jackson residents																																													
<b>4. Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
<b>6. Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																																													
<b>7. Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
<b>8. COST</b>	\$1,721.60																																													
<b>9. Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING (001-444-70-6447)																																													
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 13, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1110.

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  
August 21, 2019  
CJW

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1110 - 2ND LOT N OF 921 N PRESIDENT STREET - \$1,271.60 - is legally sufficient for placement in NOVUS Agenda.

\_\_\_\_\_  
Timothy Howard, City Attorney

Nakesha Watkins, Deputy City Attorney

8/20/19

\_\_\_\_\_  
Date

OFFICE OF THE CITY CLERK  
August 21, 2019  
Lumumba  
9/24/19  
Tet

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1107 – 4643 MEADOWRIDGE DRIVE – \$705.60 – WARD 3**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1107 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** appeared next on the rotation list and through its representative, **Doris M. Green**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **4643 MEADOWRIDGE DRIVE** for the sum of \$705.60 and

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **GREEN CONTRACT CLEANING, LLC** to cut vegetation and remedy conditions on the property located at **4643 MEADOWRIDGE DRIVE** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$705.60 shall be paid to **GREEN CONTRACT CLEANING, LLC** for the services provided from funds budgeted for the Division.

Item: #9  
Date: 9-3-19  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/13/2019**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	<b>Who will be affected</b>	All City of Jackson residents	
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.	
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$705.60	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)	
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___    no ___      N/A _____ AABE _____%    WAIVER    yes ___    no ___      N/A _____ WBE _____%      WAIVER    yes ___    no ___      N/A _____ HBE _____%      WAIVER    yes ___    no ___      N/A _____ NABE _____%     WAIVER    yes ___    no ___      N/A _____	


Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 13, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1107.

Thank you for your consideration.

Office of the City Attorney

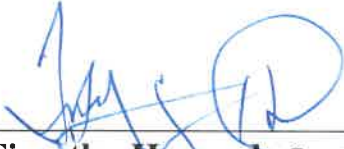
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
cmmw  
8/21/19  
Zak

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1107 - 4643 MEADOWRIDGE DRIVE - \$705.60** - is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*  
**Nakesha Watkins**, *Deputy City Attorney* unmw

8/21/19  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
CJMS  
8/21/19  
TCD

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURES, CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1071 – 328 MILLSAPS STREET – \$1,055.23 – WARD 7**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1071 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, appeared next on the rotation list and through its representative, **Donald M. Jones**, agreed to board up and secure structures, cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **328 MILLSAPS STREET** for the sum of \$1,055.23 and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to board up and secure structures cut vegetation and remedy conditions on the property located at **328 MILLSAPS STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,055.23 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #10  
Date: 9-3-19  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 08/12/2019


**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
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## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 12, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.**, for the board up and securing of structure(s) and/or the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1071.

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

OFFICE OF THE CITY ATTORNEY  
Aust 21, 2019  
8/21/19  
updown

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURES, CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1071 - 328 MILLSAPS STREET - \$1,055.23 - is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*  
**Nakesha Watkins**, *Deputy City Attorney* 

8/21/19  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
Lumumba  
8/21/19  
TCC

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1167 – 0 LAWRENCE ROAD (FORMERLY 801) LOT EAST OF 777 LAWRENCE ROAD – \$1,155.00 – WARD 3**

WHEREAS, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1167 located in Ward 3 of the City of Jackson; and

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

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC, appeared next on the rotation list and through its representative, **Donald M. Jones**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **0 Lawrence Road (Formerly 801) Lot East of 777 Lawrence Road** for the sum of \$1,155.00 and

WHEREAS, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at **0 Lawrence Road (Formerly 801) Lot East of 777 Lawrence Road** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,155.00 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #11  
Date: 9-3-19  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 08/12/2019  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	CITYWIDE																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$1,155.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 12, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.**, for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1167.

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  
August 21, 2019  
nmw  
8/21/19  
Tel

## OFFICE OF THE CITY ATTORNEY

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1167 - 0 LAWRENCE ROAD (FORMERLY 801) LOT EAST OF 777 LAWRENCE ROAD - \$1,155.00 - is legally sufficient for placement in NOVUS Agenda.**

\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* nmw

8/21/19

\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
JLH  
8/21/19  
ZCF

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1141 – 312 COLONIAL CIRCLE – \$1,927.08 – WARD 3**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 4, 2019 for Case 2019-1141 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC**, appeared next on the rotation list and through its representative, **Donald M. Jones**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **312 COLONIAL CIRCLE** for the sum of \$1,927.08 and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at **312 COLONIAL CIRCLE** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,927.08 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #12  
Date: 9-3-19  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/12/2019**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																														
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																														
<b>2. Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
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<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
<b>6. Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																														
<b>7. Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
<b>8. COST</b>	\$1,927.08																														
<b>9. Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING (001-444-70-6447)																														
<b>10. EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 10%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
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Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 12, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.**, for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1141.

Thank you for your consideration.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
8/21/19  
JCH

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1141 - 312 COLONIAL CIRCLE - \$1927.08** - is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*  
**Nakesha Watkins**, *Deputy City Attorney* Nmw

8/21/19  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
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8/21/19  
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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1166 – 0 LAWRENCE ROAD (FORMERLY 757) LOT EAST OF 737 LAWRENCE ROAD – \$1,155.00 – WARD 3**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1166 located in Ward 3 of the City of Jackson; and

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

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC**, appeared next on the rotation list and through its representative, **Donald M. Jones**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **0 Lawrence Road (Formerly 757) Lot East of 737 Lawrence Road** for the sum of \$1,155.00 and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Drive, Jackson Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** to cut vegetation and remedy conditions on the property located at **0 Lawrence Road (Formerly 757) Lot East of 737 Lawrence Road** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,155.00 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #13  
Date: 9-3-19  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    **08/12/2019**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life	
3.	<b>Who will be affected</b>	All City of Jackson residents	
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.	
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.	
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$1,155.00	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	GENERAL FUNDING (001-444-70-6447)	
10.	<b>EBO participation</b>	ABE                    _____ %      WAIVER    yes    _____    no    _____    N/A    _____ AABE                _____ %      WAIVER    yes    _____    no    _____    N/A    _____ WBE                   _____ %      WAIVER    yes    _____    no    _____    N/A    _____ HBE                   _____ %      WAIVER    yes    _____    no    _____    N/A    _____ NABE                _____ %      WAIVER    yes    _____    no    _____    N/A    _____	


Department of Planning and Development



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM:  Jordan Hillman  
Director of Planning and Development

Community Improvement Division

DATE: August 12, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC.**, for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1166.

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

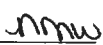
## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1166 - 0 LAWRENCE ROAD (FORMERLY 757) LOT EAST OF 737 LAWRENCE ROAD - \$1,155.00 - is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Nakesha Watkins, Deputy City Attorney 



Date

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
UHW  
8/21/19  
Text

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
ymw  
8/21/19  
Jed

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1173 – LOT E OF 235 TAFT STREET – \$896.00 – WARD 2**

**WHEREAS**, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 2, 2019 for Case 2019-1173 located in Ward 2 of the City of Jackson; and

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

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** appeared next on the rotation list and through its representative, **Doris M. Green**, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **LOT E OF 235 TAFT STREET** for the sum of \$896.00 and

**WHEREAS**, **GREEN CONTRACT CLEANING, LLC** has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **GREEN CONTRACT CLEANING, LLC** to cut vegetation and remedy conditions on the property located at **LOT E OF 235 TAFT STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$896.00 shall be paid to **GREEN CONTRACT CLEANING, LLC** for the services provided from funds budgeted for the Division.

Item: #14  
Date: 9-3-19  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 08/13/2019  
**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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Department of Planning and Development  
Community Improvement Division



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

## MEMORANDUM

TO: Mayor, Chokwe A Lumumba

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

DATE: August 13, 2019

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GREEN CONTRACT CLEANING, LLC** for the cutting of grass and weeds and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for case 2019-1173.

Thank you for your consideration.

Office of the City Attorney

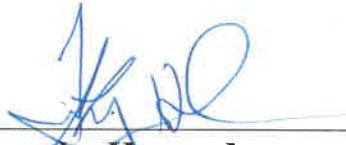
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
August 21, 2019  
nmw  
8/21/19  
Text

## OFFICE OF THE CITY ATTORNEY

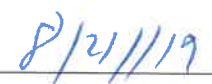
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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE # 2019-1173 - LOT E OF 235 TAFT STREET - \$896.00** - is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* nmw



\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
August 28, 2019  
nmw

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1174 – CORNER LOT OF MEADOWRIDGE & NORTHSIDE DRIVE – \$1,440.00 – WARD 3**

**WHEREAS**, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an Administrative Hearing held on July 2, 2019 for Case 2019-1174 located in Ward 3 of the City of Jackson; and

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

**WHEREAS, ELLIS TOUCH, LLC** appeared next on the rotation list and through its representative, Carl L. Ellis, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **CORNER LOT OF MEADOWRIDGE & NORTHSIDE DRIVE** for the sum of \$1,440.00; and

**WHEREAS, ELLIS TOUCH, LLC** has a principal office address of 2614 HARRIOTTE AVENUE, JACKSON MISSISSIPPI 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **ELLIS TOUCH, LLC** to cut vegetation and remedy conditions on the property located at **CORNER LOT OF MEADOWRIDGE & NORTHSIDE DRIVE** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,440.00 shall be paid to **ELLIS TOUCH, LLC** for the services provided from funds budgeted for the Division.

Item: #15  
Date: 9-3-19  
By: Hillman, Lumumba


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 08/22/2019  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: August 22, 2019

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ELLIS TOUCH, LLC**, the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1174.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
August 26, 2019  
nmw

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC; TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1174 - CORNER LOT OF MEADOWRIDGE & NORTHSIDE DRIVE - \$1,440.00 - WARD 3** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Legal Counsel* 

8/28/19  
Date

OFFICE OF THE CITY ATTORNEY  
Aug. 26, 2019  
Lumumba

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1210 – CORNER LOT OF WHITFIELD STREET & BLAIR STREET – \$848.84 – WARD 7**

**WHEREAS**, on August 6, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an Administrative Hearing held on July 16, 2019 for Case 2019-1210 located in Ward 7 of the City of Jackson; and

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

**WHEREAS**, **ELLIS TOUCH, LLC** appeared next on the rotation list and through its representative, Carl L Ellis, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at **CORNER LOT OF WHITFIELD STREET & BLAIR STREET** for the sum of \$848.84; and

**WHEREAS**, **ELLIS TOUCH, LLC** has a principal office address of 2614 HARRIOTTE AVE, JACKSON MISSISSIPPI 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **ELLIS TOUCH, LLC** to cut vegetation and remedy conditions on the property located at **CORNER LOT OF WHITFIELD STREET & BLAIR STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$848.84 shall be paid to **ELLIS TOUCH, LLC** for the services provided from funds budgeted for the Division.

Item: #16  
Date: 9-3-19  
By: Hillman, Lumumba




**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 08/22/2019  
**DATE**

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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: August 22, 2019

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **ELLIS TOUCH, LLC**, the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1210.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

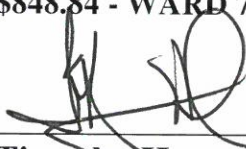
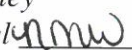
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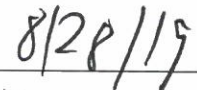
OFFICE OF THE CITY ATTORNEY  
August 28, 2019  
nmw

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ELLIS TOUCH, LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1210 - CORNER LOT OF WHITFIELD STREET & BLAIR STREET - \$848.84 - WARD 7** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
**Date**

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
RENAMING ROAD OF REMEMBRANCE PARK TO  
JALEZIA EVERETT PARK

WHEREAS, the young Provine High School student, Jalesia Everett, lost her life to a stray bullet while in her home; and

WHEREAS, this posthumous recognition of naming said park in the name of Jalesia Everett will provide an honor in her memory and in the quest for justice in coming generations; and

WHEREAS, the light that Jalesia Everett provided to the world during her brief life will shine on and be an inspiration for love, peace and unity.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames the Road of Remembrance Park to Jalesia Everett Park.

SO ORDAINED, this the \_\_\_\_\_ day of September, 2019.

Agenda Item No. 17  
Date: September 3, 2019  
By: Stokes

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
REQUIRING POSTING OF REQUIRED RULES OF BEHAVIOR ON CITY  
BUSES AND PROVIDING ENFORCEMENT THEREOF**

WHEREAS, the public health, safety, and welfare will be considered by this Ordinance; and

WHEREAS, this Ordinance shall delineate the required rules of behavior on city buses be prominently displayed on all buses; and

WHEREAS, the purpose of this Ordinance shall be to promote safety, security, and a wholesome riding environment for all patrons of the city bus service.

**SECTION ONE.** All riders must observe the following rules:

1. No loud or disruptive behavior will be allowed.
2. No actions disrespecting the bus operator will be allowed.
3. Any behavior in violation of said rules may result in removal.
4. Any repeated violations may be subject to administrative determination of termination of right to use city buses by the City Planning Department.
5. Any administrative determination of termination of right to use the city buses by the City Planning Department shall be appealable to the Jackson City Council.

**IT IS THEREFORE IT ORDAINED**, that it is in the best interest of the citizens of the City of Jackson that requiring the posting of required rules of behavior on city buses and providing enforcement thereof be established.

SO ORDAINED, this the \_\_\_\_\_ day of September, 2019.

Agenda Item No. 18  
Date: September 3, 2019  
By: STOKES

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
AMENDING CHAPTER 10 OF THE JACKSON CODE OF ORDINANCES TO  
ESTABLISH HOURS OF ALCOHOL SALE BY LICENSEE**

**WHEREAS**, Section 67-1-37(m) of the Mississippi Code Annotated authorizes the Alcoholic Beverage Control Division of the Mississippi Department of Revenue to designate hours and days when alcoholic beverages may be sold in different localities in the state which permit such sale; and

**WHEREAS**, the restaurant community within the City of Jackson has expressed interest in extending the hours of sale to increase economic development and tax revenue in the City; and

**WHEREAS**, the Jackson City Council finds it in the best interest of the City of Jackson to expand and establish hours of alcohol sales by a licensee; and

**WHEREAS**, the governing authorities find that Section 10-7 should be added as follows (added language denoted in underlined italics):

*Sec. 10-7. Hours of Sale by Licensee.*

*The hours of sale of beer, light wine and alcoholic beverages as permitted by state agency shall be Monday through Sunday: 6:00 A.M. until 2:00 A.M.*

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, MISSISSIPPI, THAT** Chapter 10 of the Jackson Code of Ordinances is amended to add Section 10-7 as follows:

Sec. 10-7. Hours of Sale by Licensee

The hours of sale of beer, light wine and alcoholic beverages as permitted by the state agency shall be Monday through Sunday: 6:00 A.M. until 2:00 A.M.

This ordinance shall be effective thirty (30) days following its adoption and publication subject to the approval of the Alcoholic Beverage Control Division of the Mississippi Department of Revenue.

Item: #19  
Date: 9-3-19  
By: Banks

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  
INDEX  
8/25/19

## OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTAING THE PROPOSAL OF REGIONS EQUIPMENT FINANCE CORPORATION TO PROVIDE LEASE PURCHASE FINANCING FOR 2019 AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING OF THE 2019 LEASE PURCHASE TRANSACTION** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Timothy Howard, *City Attorney*

Monica D. Allen, *Special Assistant*



8/25/19

\_\_\_\_\_  
Date

**ORDER ACCEPTING THE PROPOSAL OF REGIONS EQUIPMENT FINANCE CORPORATION TO PROVIDE LEASE PURCHASE FINANCING FOR 2019 AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING OF THE 2019 LEASE PURCHASE TRANSACTION.**

OFFICE OF THE CITY ATTORNEY  
9/3/19

**WHEREAS,** the City received proposals to provide lease purchase financing for 2019; and

**WHEREAS,** Regions Equipment Finance Corporation submitted the best proposal at an interest rate of 2.09% for a three-year term and an interest rate of 2.11% for a seven-year term.

**IT IS, THEREFORE, ORDERED** that the proposal of Regions Equipment Finance Corporation be accepted to provide lease purchase financing for 2019 and that the Mayor be authorized to execute the Master Lease Purchase Agreement, Escrow Agreement and all other documents necessary for funding of the 2019 lease purchase transaction at an interest rate of 2.09% for a three-year term and an interest rate of 2.11% for a seven- year term.

Item: #22  
Date: 9-3-19  
By: Horton, Lumumba



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

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
<b>1.</b>	<b>Brief Description/Purpose</b>	AUTHORIZE 2019 MASTER LEASE PURCHASE AGREEMENT	
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN CITY GOVERNMENT	
<b>3.</b>	<b>Who will be affected</b>	N/A	
<b>4.</b>	<b>Benefits</b>	PROVIDE FUNDING FOR EQUIPMENT & TECHNOLOGY PURCHASES	
<b>5.</b>	<b>Schedule (beginning date)</b>	UPON APPROVAL BY CITY COUNCIL	
<b>6.</b>	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A	
<b>7.</b>	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION	
<b>8.</b>	<b>COST</b>	\$957,298.28 annually for 3 years, and \$551,410.28 annually for last four years	
<b>9.</b>	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	<b>GENERAL &amp; OTHER FUNDS</b> 001-442.40-6868 - \$ 650,572.00 005-504.10-6872 - \$ 80,103.40 005-504.10-6876 - \$ 21,866.46 001-451.10-6868 - \$ 25,212.00 001-451.24-6868 - \$ 189,913.00 001-451.24-6872 - \$ 116,554.26 001-448.80-6868 - \$ 19,214.00 001-451.25-6872 - \$ 26,305.31 001-444.10-6868 - \$ 44,600.00 004-904.00-6848 - \$3,570,901.99	
<b>10.</b>	<b>EBO participation</b>	ABE _____%      WAIVER    yes _____ no _____      N/A <u>  x  </u> AABE _____%      WAIVER    yes _____ no _____      N/A <u>  x  </u> WBE _____%      WAIVER    yes _____ no _____      N/A <u>  x  </u> HBE _____%      WAIVER    yes _____ no _____      N/A <u>  x  </u> NABE _____%      WAIVER    yes _____ no _____      N/A <u>  x  </u>	



## M E M O R A N D U M

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Laa Wanda Jones-Horton, Director *LWJ*  
 Department of Administration

**DATE:** August 21, 2019

**RE:** **Master Lease Purchase 2019**

On January 22, 2019, February 19, 2019, March 5, 2019, April 16, 2019, June 11, 2019 and June 27, 2019 resolutions were approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of vehicles and related equipment, mowers, tractors, skid steer loader, mini track loader, trailers, asphalt equipment and software/hardware. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolutions for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2019 acquisitions:

<u>Name</u>	<u>3yr Interest Rate Bid %</u>	<u>Total Interest</u>
Regions Equipment Finance Corporation	2.09	\$43,323.57
BancorpSouth Equipment Finance	3.54	74,368.23
Priester Vision, LLC	6.00	126,341.42

	<u>7yr Interest Rate Bid %</u>	<u>Total Interest</u>
Regions Equipment Finance Corporation	2.11	\$288,970.03
BancorpSouth Equipment Finance	3.89	547,212.57
Priester Vision, LLC	6.00	854,762.33

Regions Equipment Finance Corporation submitted the best rate for the 2019 lease purchase transaction.

The annual payment for three year term is year one (FY 2020) to year three (FY 2022) is \$957,298.28. The annual payment for year four to year seven is \$551,410.28. The payments for FY 2020 are included in the FY 2020 budget.

**City of Jackson, MS  
FY 19 Equipment List**

Vehicle/Equipment Description	Number Requested	Acquisition Cost
DODGE DURANGO	24	\$563,160.00
NISSAN VERSA	2	\$26,000.00
15 PASSENGER VAN	1	\$26,848.00
FORD EXPEDITION	1	\$34,564.00
72" ZERO TURN MOWERS	2	\$21,866.46
TRACTOR w/60" SIDE ROTARY LIFT	1	\$80,103.40
DODGE RAM 1500 STANDARD SWB	1	\$19,214.00
MINI-TRACK LOADER	1	\$26,305.31
DODGE RAM 1500	1	\$25,212.00
DODGE RAM 1500 EX CAB	2	\$50,424.00
FORD F-350	3	\$118,179.00
NISSAN KICKS SUV	1	\$16,310.00
8'X16' DUMP TRAILER	3	\$38,982.00
8'6X30' UTILITY TRAILER	2	\$16,700.00
VIBRATORY ASPHALT PLATE	2	\$3,700.00
SKID STEER LOADER	1	\$62,172.26
NISSAN FRONTIER	2	\$44,600.00
TECHNOLOGY & TELECOMMUNICATION EQUIPMENT		\$3,570,901.99
<b>TOTAL</b>		<b>\$4,745,242.42</b>

Ryan Hinton  
202 South 40<sup>th</sup> Avenue  
Hattiesburg, MS 39402  
601-264-8248 (office)  
Ryan.Hinton@regions.com

August 19, 2019

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

Dear Felicia,

Regions Equipment Finance Corporation is pleased to furnish the following tax-exempt lease proposal for your review and consideration.

Lessor:	Regions Equipment Finance Corporation, or its Assignee
Lessee:	City of Jackson, Mississippi
Equipment:	Vehicles and Heavy Equipment
Equipment Cost:	\$1,174,340.43
Delivery / Facility Term:	2019
Base Term:	3 Years
Payment:	\$202,944
Implicit Rate:	2.09%
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Lease Commencement:	The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first semi-annual rental shall be due 180 days in arrears. Remaining equal semi-annual rental payments shall be due on the same day of each consecutive period thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

**Rental Factor Adjustment:** The Rental Factor(s) presented in this proposal are based on current market conditions and the prevailing 36-month like term swap rate of 1.46% as quoted by Regions Bank (via Bloomberg) on August 19, 2019. The Implicit Rate as quoted in this proposal shall be adjusted upward or downward in order to maintain Lessor's economic yield as exists at this date. Payments shall be fixed at closing.

**Bank Qualified:** It is anticipated that this transaction will be bank qualified. The Implicit Rate stated above assumes that the Lease will be a bank qualified tax-exempt obligation. Section 265(b)3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of \$10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed \$10,000,000.00. If the issuing authority reasonably anticipates that it will issue \$10,000,000.00 or more in qualified tax-exempt obligations during the calendar year, the Lease will be designated as a non-bank qualified tax-exempt obligation.

**Opinion of Counsel:** As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender: an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Mississippi to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Mississippi.

**Purchase – End of Term:** At the expiration of the Base Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar (\$1.00).

**Net Lease:** The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate

under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

**Documentation:** Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.

**Transactional Costs:** Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. Lessee will be responsible for all costs it incurs.

**Insurance:** Lessee will be responsible to purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

**Contingencies:** **This proposal is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

**Role of Lessor:** The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Proposal and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b)

the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Proposal , information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Proposal and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Proposal or any such other information, materials or communications.

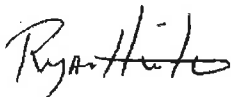
Lessee hereby authorizes Lessor to pre-file UCC financing statements naming Lessee, as debtor, and Lessor, as secured party, and describing the collateral therein by specific reference to the Equipment or by general reference to all equipment financed by Lessor (or words similar to the effect), provided that our doing so shall not obligate Lessee or Lessor to enter into the proposed financing, and provided further that if the proposed financing is not extended for any reason Lessor will terminate any such UCC financing statements Lessor has filed at Lessee's request.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired by Lessor) appraisals of the Equipment. This proposal shall expire as of the close of business on September 19, 2019 unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at 601-264-8248.

Sincerely,



Ryan Hinton  
Regions Bank  
Equipment Finance

PROPOSAL ACCEPTED:

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

Title: \_\_\_\_\_

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



**Loan Amortization**

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest @ 2.0900</u>	<u>principal</u>	<u>balance</u>
Sep-27-19	1,174,340.43				1,174,340.43
Mar-27-20		202,944.00	12,271.86	190,672.14	983,668.29
Sep-27-20		202,944.00	10,279.33	192,664.67	791,003.62
Mar-27-21		202,944.00	8,265.99	194,678.01	596,325.61
Sep-27-21		202,944.00	6,231.60	196,712.40	399,613.21
Mar-27-22		202,944.00	4,175.96	198,768.04	200,845.17
Sep-27-22		202,944.00	2,098.83	200,845.17	0.00
	1,174,340.43	1,217,664.00	43,323.57	1,174,340.43	



**BancorpSouth**<sup>®</sup>  
Equipment Finance

COU

8/16/2019

City of Jackson MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Jackson MS
3. Equipment Description: Misc Vehicles and Equipment
4. Equipment Cost: \$1,174,340.43
5. Lease Term: 3 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
6 Semi-annual payments of \$208,118.11  
Arrears
7. Lease Rate: 36 - 3.54% Fixed at closing  
\*(Rate indexed to 5.25% current prime)  
Closing Rate could increase if prime rate increases before the funding date.
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to **increase in current prime rate**. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 10/31/2019. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

*Bob Lee*

Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

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

Title

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

Compounding Period: Monthly

Nominal Annual Rate: 3.540%

**Cash Flow Data - Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/16/2019	1,174,340.43	1		
2	Payment	02/16/2020	208,118.11	6	Semiannual	08/16/2022

**TValue Amortization Schedule - Normal, 30E3/360**

	Date	Payment	Interest	Principal	Balance
Loan	08/16/2019				1,174,340.43
1	02/16/2020	208,118.11	20,939.73	187,178.38	987,162.05
2	08/16/2020	208,118.11	17,602.14	190,515.97	796,646.08
3	02/16/2021	208,118.11	14,205.04	193,913.07	602,733.01
4	08/16/2021	208,118.11	10,747.36	197,370.75	405,362.26
5	02/16/2022	208,118.11	7,228.04	200,890.07	204,472.19
6	08/16/2022	208,118.11	3,645.92	204,472.19	0.00
<b>Grand Totals</b>		<b>1,248,708.66</b>	<b>74,368.23</b>	<b>1,174,340.43</b>	

Last interest amount decreased by 0.03 due to rounding.

**DRAFT**

Dates may change at closing

**Lease Purchase Interest Rate/Amortization Schedule**

**3 Year Period**

**6% \$1,174,340.43**

**7 Year Period**

**6% \$3,750,901.99**

**CITY OF JACKSON MISSISSIPPI**  
**DEPARTMENT OF ADMINISTRATION**  
**LEASE PURCHASE FINANCING INTEREST RATE**  
**PROPOSAL**



**REQUEST FOR PROPOSAL**

**RFP NO. 94654-082019**

**LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL**

**PROPOSAL RECEIVING DATE**

**08/20/2019 at 3:30 PM Jackson City Hall**

**Specification Information Contact:**

Felicia Young, Finance Manager, 601-960-2005  
Warren Hood Building  
200 South President Street  
Jackson, MS 39201

**Proposal Submittal Due Date**

**08/20/2019 not later than 3:30 PM**

**MARKED ON OUTSIDE ENVELOPE RFP#94654-082019**

**Proposal Submittal To**

Jackson City Hall  
City Clerk's Office; 219 South President Street  
Jackson, MS 39201

## **REQUEST FOR PROPOSALS**

The City of Jackson, Mississippi is requesting Lease Purchase Interest Rate Proposals to purchase \$4,745,242.42 in vehicles, heavy equipment, and technology equipment.

The Lease Purchase Agreement will be for a three (3) year period and seven year (7) year period. Lease payments will be made semi-annually in arrears equally paid for principal and interest during the term of the lease. The first semi-annual payment of principal and interest will be paid six (6) months from the funding date. The projected funding date is September 27, 2019.

The proposal must include the Lease Purchase interest rate. Also, the proposal must include an amortization schedule that reflects the lease purchase interest rate. Please provide an amortization schedule for three (3) year period total of \$1,174,340.43, and a seven (7) year period total \$3,570,901.99.

The City of Jackson, Mississippi reasonably expects that it will be bank qualified for calendar year 2019.

Lease Purchase proposals will be received by the City of Jackson, Mississippi no later than 3:30 p.m. central time on Tuesday, August 20, 2019. Please submit two (2) sealed and written copies to the City of Jackson, Mississippi marked "RFP# 94654-082019 Lease Purchase Financing Interest Rate Proposal" as follows:

City of Jackson, MS  
City Clerk's Office  
219 South President Street  
Jackson, MS 39201

Questions regarding the Lease Purchase Proposal may be directed to the following individual:

Felicia Young, Finance Manager (601)960-2005

The City of Jackson, Mississippi reserves the right to reject any or all proposals.

**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**



**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY EXECUTIVE**  
**ORDER**

***LEGAL NOTICE***

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The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

**OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

**GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

***The Equal Business Opportunity participation goals are as follows:***

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women\*s business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women\*s business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers\* representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. Company Name: PRIESTER VISION, LLC  
Address: 2960 Old West Point Road  
City: Columbus State: MS ZIP Code: 39701  
Telephone: ( 662 ) 549-0276  
E-mail: torrencepriester@yahoo.com

II. Bid Name and Number: Lease Purchase #1

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. Total Bid Amount: \$1,200.00

V. WAIVER REQUESTED ...  *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required \*WAIVER STATEMENT\*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*\* The bidder/offeree shall provide the following as evidence of its good faith efforts and will be evaluated on the same:*

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
  - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
  - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
  - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0%	100%	0%	0%	0%
Construction	0%	100%	0%	0%	0%
Goods & Non-Professional Services	0%	100%	0%	0%	0%

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

Torrence Priester CEO \_\_\_\_\_  
*Authorized Signature and Title*

08/19/2019 \_\_\_\_\_  
*Date*

PRINT "AUTHORIZED" NAME HERE: Torrence Priester



**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT**  
**Proposed Minority/Female Business Enterprise Firms**

Company Name: PRIESTER VISION, LLC Type Trade/Business: Manufacturing

Address: 2960 Old West Point Road

City, State, ZIP: Columbus, MS, 39701

Contact Person: Torrence Priester

Telephone Number: (662)549-0276

*Type Minority Business (MBE/FBE):*

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

*Type Minority Business (MBE/FBE) Involvement:*

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Lease Purchase Financing

Scope of Work to be Performed: Providing Funds

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \$1,200.00

Percentage of MBE and/or FBE Participation: 100% %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Type Minority Business (MBE/FBE):*

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

*Type Minority Business (MBE/FBE) Involvement:*

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

**Type Minority Business (MBE/FBE):**

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Type Minority Business (MBE/FBE) Involvement:**

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

**Type Minority Business (MBE/FBE):**

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Type Minority Business (MBE/FBE) Involvement:**

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %



Ryan Hinton  
202 South 40<sup>th</sup> Avenue  
Hattiesburg, MS 39402  
601-264-8248 (office)  
Ryan.Hinton@regions.com

August 19, 2019

City of Jackson, Mississippi  
219 South President Street  
Jackson, MS 39201

Dear Felicia,

Regions Equipment Finance Corporation is pleased to furnish the following tax-exempt lease proposal for your review and consideration.

Lessor:	Regions Equipment Finance Corporation, or its Assignee
Lessee:	City of Jackson, Mississippi
Equipment:	Technology & Telecommunication Equipment
Equipment Cost:	\$3,570,901.99
Delivery / Facility Term:	2019
Base Term:	7 Years
Payment:	\$275,705.14
Implicit Rate:	2.11%
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Lease Commencement:	The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first semi-annual rental shall be due 180 days in arrears. Remaining equal semi-annual rental payments shall be due on the same day of each consecutive period thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

- Rental Factor Adjustment:** The Rental Factor(s) presented in this proposal are based on current market conditions and the prevailing 84-month like term swap rate of 1.45% as quoted by Regions Bank (via Bloomberg) on August 19, 2019. The Implicit Rate as quoted in this proposal shall be adjusted upward or downward in order to maintain Lessor's economic yield as exists at this date. Payments shall be fixed at closing.
- Bank Qualified:** It is anticipated that this transaction will be bank qualified. The Implicit Rate stated above assumes that the Lease will be a bank qualified tax-exempt obligation. Section 265(b)3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of \$10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed \$10,000,000.00. If the issuing authority reasonably anticipates that it will issue \$10,000,000.00 or more in qualified tax-exempt obligations during the calendar year, the Lease will be designated as a non-bank qualified tax-exempt obligation.
- Opinion of Counsel:** As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender: an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Mississippi to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Mississippi.
- Purchase – End of Term:** At the expiration of the Base Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar (\$1.00).
- Net Lease:** The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate

under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

**Documentation:** Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.

**Transactional Costs:** Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. Lessee will be responsible for all costs it incurs.

**Insurance:** Lessee will be responsible to purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

**Contingencies:** **This proposal is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

**Role of Lessor:** The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Proposal and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b)

the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Proposal , information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Proposal and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Proposal or any such other information, materials or communications.

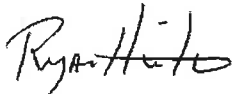
Lessee hereby authorizes Lessor to pre-file UCC financing statements naming Lessee, as debtor, and Lessor, as secured party, and describing the collateral therein by specific reference to the Equipment or by general reference to all equipment financed by Lessor (or words similar to the effect), provided that our doing so shall not obligate Lessee or Lessor to enter into the proposed financing, and provided further that if the proposed financing is not extended for any reason Lessor will terminate any such UCC financing statements Lessor has filed at Lessee's request.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired by Lessor) appraisals of the Equipment. This proposal shall expire as of the close of business on September 19, 2019 unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at 601-264-8248.

Sincerely,



Ryan Hinton  
Regions Bank  
Equipment Finance

PROPOSAL ACCEPTED:

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

Title: \_\_\_\_\_

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



**Loan Amortization**

date	funding	payment	interest @ 2.1100	principal	balance
Sep-27-19	3,570,901.99				3,570,901.99
Mar-27-20		275,705.14	37,673.02	238,032.13	3,332,869.86
Sep-27-20		275,705.14	35,161.78	240,543.37	3,092,326.49
Mar-27-21		275,705.14	32,624.04	243,081.10	2,849,245.39
Sep-27-21		275,705.14	30,059.54	245,645.61	2,603,599.79
Mar-27-22		275,705.14	27,467.98	248,237.17	2,355,362.62
Sep-27-22		275,705.14	24,849.08	250,856.07	2,104,506.55
Mar-27-23		275,705.14	22,202.54	253,502.60	1,851,003.95
Sep-27-23		275,705.14	19,528.09	256,177.05	1,594,826.90
Mar-27-24		275,705.14	16,825.42	258,879.72	1,335,947.18
Sep-27-24		275,705.14	14,094.24	261,610.90	1,074,336.28
Mar-27-25		275,705.14	11,334.25	264,370.90	809,965.38
Sep-27-25		275,705.14	8,545.13	267,160.01	542,805.37
Mar-27-26		275,705.14	5,726.60	269,978.55	272,826.82
Sep-27-26		275,705.14	2,878.32	272,826.82	0.00
	3,570,901.99	3,859,872.02	288,970.03	3,570,901.99	

COPY



**BancorpSouth**  
Equipment Finance

8/16/2019

City of Jackson MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Jackson MS
3. Equipment Description: Technology & Telecom Equipment
4. Equipment Cost: \$3,570,901.99
5. Lease Term: 7 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
14 Semi-annual payments of \$294,151.04  
Arrears
7. Lease Rate: 84 - 3.89% Fixed at closing  
\*(Rate indexed to 5.25% current prime)  
Closing Rate could increase if prime rate increases before the funding date.
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to **increase in current prime rate**. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 10/31/2019. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

*Bob Lee*

Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

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

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

Compounding Period: Monthly

Nominal Annual Rate: 3.890%

**Cash Flow Data - Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/16/2019	3,570,901.99	1		
2	Payment	02/16/2020	294,151.04	14	Semiannual	08/16/2026

**TValue Amortization Schedule - Normal, 30E3/360**

	Date	Payment	Interest	Principal	Balance
Loan	08/16/2019				3,570,901.99
1	02/16/2020	294,151.04	70,019.35	224,131.69	3,346,770.30
2	08/16/2020	294,151.04	65,624.51	228,526.53	3,118,243.77
3	02/16/2021	294,151.04	61,143.49	233,007.55	2,885,236.22
4	08/16/2021	294,151.04	56,574.60	237,576.44	2,647,659.78
5	02/16/2022	294,151.04	51,916.13	242,234.91	2,405,424.87
6	08/16/2022	294,151.04	47,166.31	246,984.73	2,158,440.14
7	02/16/2023	294,151.04	42,323.36	251,827.68	1,906,612.46
8	08/16/2023	294,151.04	37,385.45	256,765.59	1,649,846.87
9	02/16/2024	294,151.04	32,350.71	261,800.33	1,388,046.54
10	08/16/2024	294,151.04	27,217.25	266,933.79	1,121,112.75
11	02/16/2025	294,151.04	21,983.13	272,167.91	848,944.84
12	08/16/2025	294,151.04	16,646.37	277,504.67	571,440.17
13	02/16/2026	294,151.04	11,204.98	282,946.06	288,494.11
14	08/16/2026	294,151.04	5,656.93	288,494.11	0.00
<b>Grand Totals</b>		<b>4,118,114.56</b>	<b>547,212.57</b>	<b>3,570,901.99</b>	

Last interest amount increased by 0.05 due to rounding.

**DRAFT**

Dates may change at closing

**Lease Purchase Interest Rate/Amortization Schedule**

**3 Year Period**

**6% \$1,174,340.43**

**7 Year Period**

**6% \$3,750,901.99**

**CITY OF JACKSON MISSISSIPPI**  
**DEPARTMENT OF ADMINISTRATION**  
**LEASE PURCHASE FINANCING INTEREST RATE**  
**PROPOSAL**



**REQUEST FOR PROPOSAL**

**RFP NO. 94654-082019**

**LEASE PURCHASE FINANCING INTEREST RATE PROPOSAL**

**PROPOSAL RECEIVING DATE**

**08/20/2019 at 3:30 PM Jackson City Hall**

**Specification Information Contact:**

Felicia Young, Finance Manager, 601-960-2005  
Warren Hood Building  
200 South President Street  
Jackson, MS 39201

**Proposal Submittal Due Date**

**08/20/2019 not later than 3:30 PM**

**MARKED ON OUTSIDE ENVELOPE RFP#94654-082019**

**Proposal Submittal To**

Jackson City Hall  
City Clerk's Office; 219 South President Street  
Jackson, MS 39201

## **REQUEST FOR PROPOSALS**

The City of Jackson, Mississippi is requesting Lease Purchase Interest Rate Proposals to purchase \$4,745,242.42 in vehicles, heavy equipment, and technology equipment.

The Lease Purchase Agreement will be for a three (3) year period and seven year (7) year period. Lease payments will be made semi-annually in arrears equally paid for principal and interest during the term of the lease. The first semi-annual payment of principal and interest will be paid six (6) months from the funding date. The projected funding date is September 27, 2019.

The proposal must include the Lease Purchase interest rate. Also, the proposal must include an amortization schedule that reflects the lease purchase interest rate. Please provide an amortization schedule for three (3) year period total of \$1,174,340.43, and a seven (7) year period total \$3,570,901.99.

The City of Jackson, Mississippi reasonably expects that it will be bank qualified for calendar year 2019.

Lease Purchase proposals will be received by the City of Jackson, Mississippi no later than 3:30 p.m. central time on Tuesday, August 20, 2019. Please submit two (2) sealed and written copies to the City of Jackson, Mississippi marked "RFP# 94654-082019 Lease Purchase Financing Interest Rate Proposal" as follows:

City of Jackson, MS  
City Clerk's Office  
219 South President Street  
Jackson, MS 39201

Questions regarding the Lease Purchase Proposal may be directed to the following individual:

Felicia Young, Finance Manager (601)960-2005

The City of Jackson, Mississippi reserves the right to reject any or all proposals.

**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba**

**Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)  
PLAN APPLICATION**

**Department of Planning and Development**



**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY EXECUTIVE**  
**ORDER**

***LEGAL NOTICE***

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The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan Application with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY  
SPECIAL NOTICE TO BIDDERS**

**POLICY**

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

**DEFINITIONS**

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) "Female Business Enterprise (FBE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

**OBLIGATION**

*The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.*

**GOALS**

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

***The Equal Business Opportunity participation goals are as follows:***

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan Application.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1856.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

**A. Subcontractor Participation**

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
  - (a) the amount of work subcontracted;
  - (b) the type of prime contract;
  - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
  - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
  - (e) whether the business purchases goods and/or services from a non-minority/women\*s business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women\*s business enterprise utilization goals.
  - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers\* representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

**C. Joint Ventures and Mentor-Protégé Programs**

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$1,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding one million dollars (\$1,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2014 - 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

#### **Waiver**

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

#### **Replacement**

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. (*See EBO Plan Application*)

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY PLAN**  
**APPLICATION**

I. **Company Name:** PRIESTER VISION, LLC  
**Address:** 2960 Old West Point Road  
**City:** Columbus **State:** MS **ZIP Code:** 39701  
**Telephone:** ( 662 ) 549-0276  
**E-mail:** torrencepriester@yahoo.com

II. **Bid Name and Number:** Lease Purchase #1

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** (SEE ATTACHMENTS)  
*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3*

IV. **Total Bid Amount:** \$1,200.00

V. **WAIVER REQUESTED ...**  *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required **\*WAIVER STATEMENT\***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*\* The bidder/offeree shall provide the following as evidence of its good faith efforts and will be evaluated on the same:*

- (a) **Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.**
- (b) **Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.**
- (c) **Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:**
  - 1. **The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.**
  - 2. **A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.**
  - 3. **A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.**
  - 4. **Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.**

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

*\*If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055.*

**VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:**

*(\* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0%	100%	0%	0%	0%
Construction	0%	100%	0%	0%	0%
Goods & Non-Professional Services	0%	100%	0%	0%	0%

**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3**

**VIII. CERTIFICATION**

**I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.**

Torrence Priester CEO  
*Authorized Signature and Title*

08/19/2019  
*Date*

PRINT "AUTHORIZED" NAME HERE: Torrence Priester



**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT**  
**Proposed Minority/Female Business Enterprise Firms**

Company Name: PRIESTER VISION, LLC Type Trade/Business: Manufacturing

Address: 2960 Old West Point Road

City, State, ZIP: Columbus, MS, 39701

Contact Person: Torrence Priester

Telephone Number: (662)549-0276

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier       |
| <input type="checkbox"/> Joint Venture            | <input type="checkbox"/> Mentor-Protégé |

Type Work or Service to be Performed: Lease Purchase Financing

Scope of Work to be Performed: Providing Funds

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \$1,200.00

Percentage of MBE and/or FBE Participation: 100% %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- |  |   |
|--|---|
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier       |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Mentor-Protégé |

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Type Minority Business (MBE/FBE):

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type Minority Business (MBE/FBE) Involvement:

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

Company Name: \_\_\_\_\_ Type Trade/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Type Minority Business (MBE/FBE):

City, State, ZIP: \_\_\_\_\_

- \_\_\_\_\_ Female (FBE)
- \_\_\_\_\_ African-American (AABE)
- \_\_\_\_\_ Asian (ABE)
- \_\_\_\_\_ Hispanic (HBE)
- \_\_\_\_\_ Native American (NABE)

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type Minority Business (MBE/FBE) Involvement:

\_\_\_\_\_ Subcontractor                      \_\_\_\_\_ Supplier  
\_\_\_\_\_ Joint Venture                      \_\_\_\_\_ Mentor-Protégé

Type Work or Service to be Performed: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ \_\_\_\_\_

Percentage of MBE and/or FBE Participation: \_\_\_\_\_ %

**PRIESTER VISION, LLC**

INVOICE # NO.1  
DATE: 08/19/2019

2960 Old West Point Road, Columbus, MS 39701  
(662)549-0276  
torrencepriester@yahoo.com

**EXPIRATION DATE 10/15/2019**

**TO** Felicia Young  
200 S President St Room 604, Hood Building Jackson, MS  
39205  
(601)960-2005

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Torrence Priester	Lease Purchase Financing	\$1,200.00	09/05/2019

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Lease Purchase Financing	\$1,200.00	\$1,200.00
<b>SUBTOTAL</b>			\$1,200.00
<b>SALES TAX</b>			\$0.00
<b>TOTAL</b>			\$1,200.00

Quotation prepared by: Torrence Priester

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

Item #23

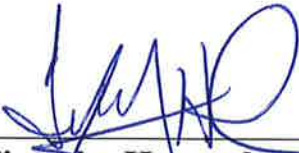
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE GENERAL GOVERNMENT-MISC ADMIN DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY  
MULLIN  
8/27/19



Timothy Howard, City Attorney  
Monica D. Allen, Special Assistant M.D.A.

8/27/19  
Date

OFFICE OF THE CITY ATTORNEY  
MMA 8/27/2019

**ORDER AMENDING THE FISCAL YEAR 2018-2019 BUDGET OF THE GENERAL GOVERNMENT-MISC ADMIN DEPARTMENT.**

**WHEREAS**, the funds are needed for cost of issuance shortfall on the Landmark Healthcare Tax Increment Financing Bond.

**WHEREAS**, the Fiscal Year 2018-2019 City of Jackson Budget needs to be amended to provide necessary funds in order to close bond on; September 6, 2019.

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2018-2019 Budget be revised in the amount of \$18,000.00

To/From	Fund/Account Number	Amount
From	001-5899	(\$18,000.00)
To	001-493.00-6753	\$18,000.00
From	269-5914	(\$18,000.00)
To	269-451.90-6419	\$18,000.00

Item: #23  
Date: 9-3-19  
By: Horton, Lumumba


Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** LaaWanda Jones-Horton  
Director of Administration 

**DATE:** August 22, 2019

**RE:** **Order Amending the Fiscal Year 2018-2019 Budget**

---

This order is to authorize amending the budget of General Government-Misc. Admin Department, in order to pay cost of issuance shortfall needed for closing on September 6, 2019. The budget revision is necessary to ensure that all costs associated with issuing the Landmark Healthcare Tax Increment Financing Bond can be processed.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET Date: August 22, 2019

POINTS		COMMENTS																																			
1.	<b>Brief Description/Purpose</b>	Order Amending the Fiscal Year 2018-2019 Budget of the General Government Misc. Admin Department.																																			
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	Changes in City Government																																			
3.	<b>Who will be affected</b>	All citizens of Jackson																																			
4.	<b>Benefits</b>	To pay cost of issuance for Landmark Healthcare TIF																																			
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council																																			
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City Wide																																			
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Administration																																			
8.	<b>COST</b>	\$18,000.00																																			
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	001-493.00-6753																																			
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> <td><u>x</u></td> </tr> <tr> <td>AABE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> <td><u>x</u></td> </tr> <tr> <td>WBE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> <td><u>x</u></td> </tr> <tr> <td>HBE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> <td><u>x</u></td> </tr> <tr> <td>NABE</td> <td>___%</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> <td><u>x</u></td> </tr> </table>	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>
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>																															

#24

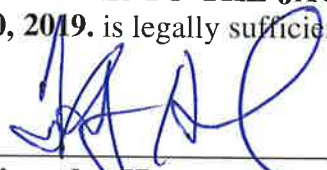
Office of the City Attorney

455 East Capitol Street  
Post Office Box 2779  
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Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
ORDER  
8/28/19

This **ORDER AUTHORIZING THE MAYOR TO ISSUE AN EMERGENCY FUNDS TRANSFER TO THE JACKSON CONVENTION COMPLEX THROUGH SEPTEMBER 30, 2019.** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard, City Attorney**

**Monica D. Allen, Special Assistant**



8/28/19

\_\_\_\_\_  
**Date**



OFFICE OF THE CITY ATTORNEY  
C. W. ... 8/28/19

**ORDER AUTHORIZING THE MAYOR TO ISSUE AN EMERGENCY FUNDS TRANSFER TO THE JACKSON CONVENTION COMPLEX THROUGH SEPTEMBER 30, 2019.**

WHEREAS, the Jackson Convention Complex is requesting \$131,411.00 to operate through the end of our fiscal year, ending September 30, 2019. The funds will be used to make payments as follows:

Payroll, Taxes and Benefits
Outstanding Payables

WHEREAS, without this infusion of cash, the Jackson Convention Complex will be forced to close by September 30, 2019.

**IT IS, THEREFORE, ORDERED** that the Mayor shall have the authority to authorize an appropriation to the Jackson Convention Complex from Fund Balance.

TO:	001-493.00-6760	\$131,411.00	
FROM:	001-5899		\$131,411.00

Item: #24  
Date: 9-3-19  
By: Horton, Lumumba

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Jones Horton  
Director of Administration

DATE: September 3, 2019

RE: FY2018-2019 Appropriation from the General Fund to the Jackson Convention Complex

---

The Jackson Convention Complex does not have sufficient Funds of Operation and Maintenance for the Fiscal Year 2018-2019 year end. The General Fund will appropriate the funds to the Jackson Convention Complex in the amount of \$131,411.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 3, 2019

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order Authorizing The Mayor to issue and emergency funds transfer to the Jackson Convention Complex
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes In City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development
3.	<b>Who will be affected</b>	Citizens of Jackson
4.	<b>Benefits</b>	The City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon approval from City Council
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	ALL WARDS CITY WIDE
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Administration Department of Finance
8.	<b>COST</b>	\$131,411.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	General Fund Balance
10.	<b>EBO participation</b>	ABE _____ %      WAIVER    yes ___    no ___      N/A _____ AABE _____ %      WAIVER    yes ___    no ___      N/A _____ WBE _____ %      WAIVER    yes ___    no ___      N/A _____ HBE _____ %      WAIVER    yes ___    no ___      N/A _____ NABE _____ %      WAIVER    yes ___    no ___      N/A _____

**ORDER RESCINDING THE APRIL 30, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF LTE TECHNOLOGY TO A CERTAIN ANTENNA SITE.**

**WHEREAS**, on April 30, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute an amendment with Verizon Wireless for the installation of LTE technology to a certain antenna site; and,

**WHEREAS**, shortly after obtaining City Council approval, it was discovered the address to the tower site on the Council Order and the amendment did not match; and,

**WHEREAS**, the accurate address on the Council Order and the amendment have been corrected to match.

**IT IS HEREBY ORDERED THAT**, the April 30, 2019 order authorizing the Mayor to execute an agreement with Verizon Wireless, a Delaware Limited Liability Company, be rescinded as indicated.

Item: #25  
Date: 9-3-19  
By: Horton, Lumumba

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

07/15/19

DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	To rescind Verizon Wireless desires to amend a previously executed agreement.								
2.	<b>Purpose</b>	To rescind to allow Verizon Wireless to install LTE 4G equipment for the purpose of improving its ability to meet the demand of their customer base Broadband request								
3.	<b>Who will be affected</b>	All City Departments								
4.	<b>Benefits</b>	Improve LTE Broadband capabilities of Verizon Wireless for the citizens of Jackson and increase revenue for the City of Jackson								
5.	<b>Schedule (beginning date)</b>	Upon Execution								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Administration, Telecommunications Division								
8.	<b>COST</b>	There are no associated cost with this Order.								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>  X  </u>

Department of Administration



Post Office Box 17  
Jackson, Mississippi 39205-0017

Tony T. Yarber  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** LaaWanda Horton, Director  
Department of Administration *LWH*

**DATE:** July 15, 2019

**RE:** Rescind an Amendment to a Site License Agreement with Verizon Wireless,  
approved by City Council April 30, 2019

---

On April 30, 2019, the City Council approved an order allowing Verizon Wireless ("Verizon") to upgrade its antenna system and equipment on a City of Jackson tower. Shortly after obtaining City council approval, it was discovered the address to the tower site on the Council Order and the amendment did not match. Accordingly, the Telecommunications Division seeks to rescind the order and correct the discrepancy.

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF LTE TECHNOLOGY TO A CERTAIN ANTENNA SITE** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Briana Keeler**, *Deputy City Attorney* 

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF LTE TECHNOLOGY TO A CERTAIN ANTENNA SITE**

**WHEREAS**, the City of Jackson has seventeen (17) Antenna Site License Agreements with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Liability Company; and

**WHEREAS**, Verizon Wireless Personal Communications, has indicated that it would like to add LTE technology to the following antenna site:

- (1) Fire Station 21, 5383 Watkins Drive

**WHEREAS**, installing the equipment at the above-referenced site will result in a rent increase for a total payment of \$262.00.

**WHEREAS**, the LTE Technology is designed to improve bandwidth available for receiving and transmitting data services.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute an amendment to increase the rental payment by Two Hundred and Sixty Two Dollars (\$262.00) per month with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership for the installation of LTE Technology to the above-referenced site.

Item: #26  
Date: 9-3-19  
By: Horton, Lumumba



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

07/15/19

**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	Verizon Wireless desires to amend a previously executed agreement.							
2.	<b>Purpose</b>	To allow Verizon Wireless to install LTE 4G equipment for the purpose of improving its ability to meet the demand of their customer base Broadband request							
3.	<b>Who will be affected</b>	All City Departments							
4.	<b>Benefits</b>	Improve LTE Broadband capabilities of Verizon Wireless for the citizens of Jackson and increase revenue for the City of Jackson							
5.	<b>Schedule (beginning date)</b>	Upon Execution							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	CITYWIDE							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Administration, Telecommunications Division							
8.	<b>COST</b>	There are no associated cost with this Order.							
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  X  </u>	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  X  </u>	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  X  </u>	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  X  </u>	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>  X  </u>	



## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** LaaWanda Horton, Director of Administration *LWH*

**DATE:** July 15, 2019

**SUBJECT:** Verizon Wireless Personal Communications Amendment to install LTE 4G technology to the Beasley tower site

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Verizon Wireless would like to install new equipment to one (1) City of Jackson Tower Site:

The new LTE 4G equipment will improve cellular service by providing increased bandwidth for subscribers.

Granting approval to Verizon Wireless for installation of the new equipment will enable the City of Jackson to generate additional revenue in the amount of Two Hundred Sixty Two Dollars (\$262.00) monthly:

Based on the above, the Telecommunications Division recommends entering into an amendment with Verizon Wireless allowing them to install new equipment.

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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OFFICE OF THE CITY ATTORNEY  
TCB  
1/29/19

This **ORDER AUTHORIZING THE MAYOR TO PURCHASE AN AGREEMENT WITH TDC GROUP, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FREELANCE MOBILE FOR CITYWORKS SYSTEM 2019** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard, City Attorney**

**Briana Keeler, Deputy City Attorney** 

  
\_\_\_\_\_  
**DATE**

**ORDER AUTHORIZING THE MAYOR TO APPOINT JENNIFER JOHNSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD**

**WHEREAS**, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

**WHEREAS**, the term has expired for the Ward 2 representative, leaving a vacancy for that seat; and

**WHEREAS**, Ms. Jennifer Johnson of Ward 2, after evaluation of his qualifications, has been nominated by the Mayor to fill this vacancy;

**IT IS THEREFORE ORDERED** that the Mayor's appointment of Jennifer Johnson to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2024.

Item: #27  
Date: 9-3-19  
By: Lumumba

## JENNIFER R. JOHNSON

P.O. Box 4686, Jackson, MS 39296-4686 (704) 614-5800 [jenjohnsonatty@gmail.com](mailto:jenjohnsonatty@gmail.com)

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### PROFILE

Government Affairs leader with extensive experience working with State and local governments, public bodies, and community stakeholders. Proven abilities in legal and legislative affairs, media and public relations, advocacy, and campaign troubleshooting. Client-focused with valuable contacts in community organizations, politics and business. Key skills include:

- Strategic Counsel
- Project Implementation
- Legal and Regulatory Compliance
- Government Relations

### PROFESSIONAL EXPERIENCE

**SOUTHERN BANCORP**, Madison, MS 2015 - Present  
**Director of Public Policy**

Responsible for development of company public policy agenda and leading state, federal and regulatory efforts focused on family and individual savings, community development financial services and other issues that impact Southern's strategies of creating economic opportunities in rural America.

**BRIDGETOWN STRATEGIES, LLC**, Jackson, MS/Charleston, SC 2006 – Present  
**Business and Organization Consulting**

Owner and operator of firm focusing on project implementation, transactions and business consulting, and state and local government relations. Past projects include: Director of External Operations – Better Schools, Better Jobs Ballot Initiative; Creator and Director – Mississippi Black Leadership Institute; Consultant to Non-profit Organizations; Consultant to University Research Foundation.

#### Appointments

- *Commissioner* – Jackson Redevelopment Authority (Chairman 2014 – 2015)
- *Creator & Director* – Mississippi Black Leadership Institute (2012 – 2015)
- *Board Member* – Berkeley Charleston Dorchester Council of Governments (*past*)
- *Board Member* – Salisbury-Rowan Community Development Corporation (*past*)

**CENTER FOR RESPONSIBLE LENDING**, NC and Washington, DC 2007 - 2011  
**Senior Legislative Counsel**

Advanced policy priorities at the state level including consumer banking, mortgage reform, wealth preservation, and consumer finance issues.

- Worked with a broad range of policy makers and regulatory agencies, to enact legislation and to build and strengthen relationships with communities and key ally organizations;
- Implemented special events and regular educational sessions for government officials, the general public, media, and allies;
- Represented the Center at meetings, hearings, and conferences and conducted numerous press appearances;
- Supervised legislative campaigns, managed media relations, and provided technical assistance to stakeholders in various states.

**OFFICE OF THE SOLICITOR**, Charleston, SC  
**Managing Assistant Solicitor**

2003 – 2006

Managed high-level felony crimes and tried numerous cases in Criminal and Probate Courts. Managed a team of attorneys and coordinated Trial Docket and court operations.

- Supervised daily activities of attorneys, office trial assistants, investigators, clerical personnel and interns;
- Developed and implemented investigative training program for new local law enforcement and agencies. Routinely consulted with and advised law enforcement agencies from investigative stage through prosecution of offenders at trial.

**WOMBLE CARLYLE SANDRIDGE & RICE**, Winston-Salem, NC  
**Contract Attorney, Litigation Department**

2000 – 2002

Conducted document review in complex litigation case.

- Coordinated with client, attorneys from outside firms;
- Reviewed and analyzed documents to determine responsiveness to discovery requests in complex product liability litigation.

**OFFICE OF THE SOLICITOR**, York, SC  
**Assistant Solicitor**

1998 – 1999

Managed a docket of violent crimes and high-level felonies in General Sessions (Criminal) and Transfer courts. Served as special prosecutor for sex crimes and crimes against children.

- Supervised and directed activities of the office, trial assistants, and interns.
- Developed and implemented investigative training program for local law enforcement and related agencies. Served as advisor and consultant to law enforcement agencies from investigative stage through prosecution of offenders at trial.

**PRIVATE LAW PRACTICE**, Charleston, SC  
**Attorney**

1997 – 1998

- Full-time private law practice including criminal, domestic, and personal injury litigation. Criminal defense litigation in state and federal courts as retained and appointed attorney of record.

**TRIDENT TECHNICAL COLLEGE** Charleston, SC  
**Adjunct Instructor**

1994 – 1998

- Taught night courses in Business Law, Legal Assistant/Paralegal Program and Developmental English programs.

## EDUCATION

**J.D.** – University of South Carolina School of Law, Columbia, SC

- South Carolina Inns of Court
- Phi Alpha Delta Legal Fraternity

**B.A.** – Southern Methodist University, Dallas, TX

- SMU Scholarship

**South Carolina Bar License # 66158**

**Admitted 1993**

**South Carolina District Court License #6917**

**Admitted 1997**

## **Memberships and Associations**

South Carolina Bar Association  
Charleston County Bar  
Junior League of Charlotte, NC  
Junior League of Charleston, SC

National Bar Association  
Magnolia Bar Association  
National Caucus of State Legislators  
Washington Government Relations Group

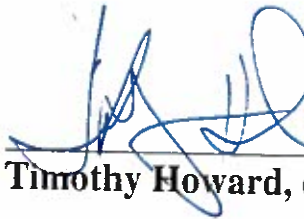
Office of the City Attorney

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

## **OFFICE OF THE CITY ATTORNEY**

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO APPOINT JENNIFER JOHNSON TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

Date 8/28/19



**ORDER AUTHORIZING THE MAYOR TO APPOINT MR. DAVID VEAL TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD**

**WHEREAS**, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

**WHEREAS**, the term has expired for the Ward 3 representative, leaving a vacancy for that seat; and

**WHEREAS**, Mr. David Veal of Ward 3, after evaluation of his qualifications, has been nominated by the Mayor to fill this vacancy;

**IT IS THEREFORE ORDERED** that the Mayor's appointment of David Veal to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2025.

Item: #28  
Date: 9-3-19  
By: Lumumba

## RESUME

*David Christopher Veal*

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P. O. Box 34  
Jackson, MS 39205-0034

Telephone (601) 813-7282

**Objective:** To obtain a position with a progressive organization where hard work, initiative and competence are recognized, valued and rewarded.

**Experience:** Mississippi Dept. of Transportation                      Jackson, MS  
*Engineering Technician VI*    01/2009 to present

- \* Performed computer-aided drafting
- \* Data collection for use in preparing acquisition maps and legal descriptions.
- \* Determined property ties.
- \* Coding in points to design highway, local roads, right-of-ways and property ties.
- \* Some authorized plan revisions when needed and reproduction of existing drawings and details.

I Like It Communications/                      Jackson, MS & Chicago, IL  
All Printing & Graphics  
*President/Senior Acct. Executive*    08/2002 to 10/2008

- \* Successfully solicit and manage accounts averaging from \$500k to \$1,000,000.00 in advertising via developing specialty items and/or printed material for over 30 colleges and universities throughout the United States, industry as well as private business.

Mississippi Dept. of Transportation                      Jackson, MS  
*Engineering Technician III*    05/1997 to 08/2002

- \* Performed computer-aided drafting
- \* Data collection for use in preparing acquisition maps and legal descriptions.
- \* Determined property ties.
- \* Coding in points to design highway, local roads, right-of-ways and property ties.
- \* Some authorized plan revisions when needed and reproduction of existing drawings and details.



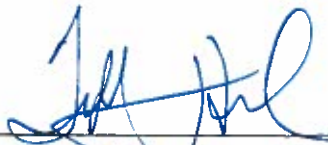
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO APPOINT MR. DAVID VEAL TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

Date 8/28/19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT BETWEEN THE CITY OF JACKSON AND  
TICKETLAND, LLC TO PROVIDE TICKETING AND BOX  
OFFICE MANAGEMENT SERVICES AT THALIA MARA HALL**

OFFICE OF THE CITY ATTORNEY  
MLO  
TICKET  
8/8/2019  
8/12/19

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) issued a Request for Proposals to provide ticketing and box office management services at Thalia Mara Hall; and

**WHEREAS**, only one proposal was received, with the same being Ticketland, LLC; and

**WHEREAS**, Ticketland, LLC, provides certain ticket sales and related box office management services to businesses in the entertainment industry; and

**WHEREAS**, Ticketland, LLC, is an authorized seller/outlet for TICKETMASTER, LLC, a Virginia limited liability company; and

**WHEREAS**, Ticketland, LLC, desires to occupy and conduct box office management operations for the Thalia Mara Hall Box Office, and the Department of Human and Cultural Services is in agreement with the engagement of Ticketland, LLC, to occupy and conduct management operations for the Thalia Mara Hall Box Office.

**WHEREAS**, Ticketland, LLC, will remit to the City of Jackson payment as expressed in the contract during the Agreement Term beginning on September 1, 2019, and ending on August 31, 2023; and

**IT IS HEREBY ORDERED** that the Mayor is authorized to approve a box office rental contract between the City of Jackson and Ticketland, LLC, for a term beginning September 1, 2019 and ending August 31, 2023.

Item: #29  
Date: 9-3-19  
By: Kidd, Lumumba


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

8/8/19  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
1.	<b>Brief Description/Purpose</b>	Authorizes the Mayor to execute a contract between the City of Jackson and Ticketland, LLC, to provide ticketing and box office services at Thalia Mara Hall.					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Economic Development and Quality of Life					
3.	<b>Who will be affected</b>	All patrons of Thalia Mara Hall.					
4.	<b>Benefits</b>	Will provide patrons an easier way of purchasing tickets to Thalia Mara Hall events. Will provide City with increased revenues from ticket sales.					
5.	<b>Schedule (beginning date)</b>	September 1, 2019.					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$0					
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Adriane Dorsey-Kidd, Director   
Department of Human and Cultural Services

**DATE:** August 8, 2019

**SUBJECT:** Thalia Mara Hall Box Office Services Contract  
With Ticketland, LLC.

This order authorizes the Mayor to execute a contract for new box office ticketing services for Thalia Mara Hall. After a proper, transparent and open RFP process, a selection committee vetted the single proposal we received and deemed it to be sufficient and worthy of proceeding with negotiations. This agreement is with Ticketland, LLC, who will be utilizing Ticketmaster as the ticketing service. The new contract will provide an immediate increase in revenue, pathways for growth in income as the venue attracts more talent and shows, and incentives for people to buy tickets at the physical Box Office at Thalia Mara Hall. The contract protects the five staple non-profit arts organizations, stating that the City will support and uphold the decision each organization will make regarding whether or not they will utilize the ticketing service. All other promoters and groups will be required to utilize Ticketland, LLC, to provide the best customer ticketing experience and create a more unified ticketing service.

AK/jdl

Enclosures

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
8/12/19

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TICKETLAND, LLC TO PROVIDE TICKETING AND BOX OFFICE MANAGEMENT SERVICES AT THALIA MARA HALL** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Monica D. Allen**, *Special Assistant* 

8/12/19

\_\_\_\_\_  
**Date**



## SERVICE AND USE AGREEMENT

THIS SERVICE AND USE AGREEMENT (hereinafter referred to as the "Agreement") is entered by and between TICKETLAND LLC (hereinafter referred to as "Ticketland"), and THALIA MARA HALL, by and through its legal owner of record, CITY OF JACKSON, MISSISSIPPI, DEPARTMENT OF HUMAN & CULTURAL SERVICES (hereinafter referred to collectively as "Thalia Mara Hall"), to be given effect as of the 1<sup>st</sup> day of September, 2019.

### RECITALS

WHEREAS, Ticketland provides certain ticket sales and related box office management services to businesses in the entertainment industry;

WHEREAS, Ticketland is an authorized Mississippi business based in Jackson, and an authorized seller/outlet for TICKETMASTER, LLC, a Virginia limited liability company (hereinafter referred to as "Ticketmaster"); and

WHEREAS, Ticketland desires to occupy and conduct box office management operations for the Thalia Mara Hall Ground Floor Box Office (hereinafter referred to as the "Box Office"), and Thalia Mara Hall desires to engage Ticketland to occupy and conduct management operations for the Box Office.

### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and covenants made herein, the parties hereto agree as follows:

1. TERM. Ticketland shall have access to Thalia Mara Hall and shall occupy, staff, and conduct all operations of the Box Office beginning at 12:00 a.m. on the 1<sup>st</sup> day of September, 2019, and ending at August 31<sup>st</sup>, 2023 (hereinafter referred to as the "Primary Term"). After the end of the Primary Term, the parties hereto may contract for an additional four (4) year term by executing an Extension Agreement whereby all terms and provisions of this Agreement, with the exception of a modified and extended term, may be incorporated therein by reference.
2. EXCLUSIVE OPERATION GRANT. For the term of this Agreement, Thalia Mara Hall grants exclusive occupancy, box office management and operational rights unto Ticketland for those times when Ticketland is carrying out its duties and responsibilities as described herein. Exceptions to this grant will exist alone for

the Identified Non-Profit Organizations who elect not to use Ticketland, as well as those who Ticketland permits to use the box office space, with written and mutual consent of both parties in this agreement. The Identified Non-Profit Organizations are limited to: the Mississippi Symphony Orchestra, Ballet Mississippi, Ballet Magnificat!, the Mississippi Opera, and the USA International Ballet Competition. Ticketland may pursue agreements with each of these parties independently, but is acting as an independent agent. Thalia Mara Hall maintains that it will support the decision of these Identified Non-Profit Organizations.

3. VENUE. Thalia Mara Hall is located at or about 255 E Pascagoula Street Jackson, Mississippi, 39201. Thalia Mara Hall shall be responsible for high speed internet service (minimum speed of T1), a dedicated phone line, all utilities, box office space, janitorial services, access to a copy machine, and 24-hour/7-days-a-week/365-days-a-year access to the box office. Further, Ticketland shall promptly report any damage to the Box Office to Thalia Mara Hall and shall make reasonable accommodations with Thalia Mara Hall for repairs thereto. Ticketland can make changes and additions to the physical space only with prior written and expressed consent of the governing authorities.
4. COMPENSATION/RENT. Ticketland will remit payment of \$0.25 on all tickets in which fees are charged or priced over \$10.00 to Thalia Mara Hall, via all ticketing platforms, for the duration of this Agreement, with the exception of tickets sold at the Box Office at Thalia Mara Hall. Ticketland will remit payment of \$1.50 on all tickets in which fees are charged or priced over \$10.00 to Thalia Mara Hall, via the Box Office at Thalia Mara Hall. Ticketland will include payment at the conclusion of each event for which this condition applies. This payment will be included in the Venue Settlement and will be expressed independently in the Event Audit. The above described fees will be defined as Box Office Service Fees, and identified as such by the City of Jackson.

Ticketland will be allowed to sell tickets to other venues at the Thalia Mara Hall Box Office. There will be no charge to Ticketland for the sale of outside venue tickets until the end of the first year of this Agreement Term, August 31, 2020. Beginning September 1, 2020, until the end of the Agreement Term, Ticketland will remit payment of \$0.50 per ticket sold at the Thalia Mara Hall on tickets sold for outside venues. Ticketland will remit such payment on the first Tuesday of each month, labeled as Outside Venue Box Office Fee.

5. SERVICES. During the term of this Agreement, Ticketland shall provide services unto Thalia Mara Hall in accordance with the terms and conditions contained herein. Ticketland will be utilizing the Ticketmaster ticketing platform. Ticketland will be solely and independently responsible for all contractual obligations that it establishes with Ticketmaster. Ticketland shall manage all of the routine affairs and daily business of the Box Office and shall render accountings unto Thalia Mara Hall upon reasonable request by the Thalia Mara Hall Manager or an equal or higher-ranking official of the City of Jackson, Mississippi. Further, Ticketland may continue servicing and providing set up management operations at other venues outside of Thalia Mara Hall and may meet with promoters and ticketing agents at the Box Office, so long as such activities do not interfere with the operation of the Box Office for Thalia Mara Hall events.
  
6. DUTIES AND RESPONSIBILITIES. The duties and responsibilities of Ticketland, pursuant to this Agreement, shall include the daily problem solving and troubleshooting relating to the business conducted at the Box Office. The daily problem solving and troubleshooting shall include, without limitation, the following:
  - a. Provide ticket sales and services (including printing tickets and maintaining accurate ticket sales records) for all ticketed events at Thalia Mara Hall, which shall include providing at least one (1) employee to provide ticket sales and general customer assistance at the Box Office between the hours of 10:00 a.m. and 6:00 p.m., Monday through Friday of each week during the term of this Agreement; Ticketland employees shall be entitled to a thirty (30) minute mid-day break from 1:00 p.m. until 1:30 p.m.; further, it is at the discretion of Ticketland to provide the Duties and Responsibilities described herein at such time that the remainder of Thalia Mara Hall is closed due to severe weather, remodeling or reconstruction, holidays recognized by the City of Jackson, Mississippi, or any other facility closure designated by the governing authorities of the City of Jackson, Mississippi, or the Thalia Mara Hall Manager; and
  
  - b. Ticketland shall collect and timely remit sales tax and special amusement taxes due and payable on all ticket sales conducted at Thalia Mara Hall due and payable to the Mississippi Department of Revenue for all ticket sales which Ticketland collects; and

- c. Ticketland shall provide ticket sales and services to walk-up customers and shall operate the Box Office from 6:00 p.m. until the end of each event for all events with tickets sold through Ticketland; and
  - d. Ticketland specifically shall not be responsible for Box Office management and operations after 6:00 p.m. on days of events with tickets sold through ticketing agencies other than Ticketland.
7. PROMOTION FEES AND COMMISSIONS. Ticketland shall be solely responsible for negotiating and collecting its fees from the promoters of each respective event held at Thalia Mara Hall, except for those fees which may be directly remitted to Thalia Mara Hall. Ticketland shall take all appropriate actions to ensure that no conflict arises between itself and any other entities/promoters that desire to utilize Thalia Mara Hall. Ticketland, nor any agent of Ticketland that is affiliated with another entity that promotes events, shall not interfere with any other entities/promoters that desire to utilize Thalia Mara Hall. Ticketland shall collect all facility fees (if any) and rental fees due to Thalia Mara Hall and remit the same in a timely manner. Prior to the sale of tickets for any event, Thalia Mara Hall shall inform Ticketland, in writing, the amount of any facility fee to be added to the ticket price. After receipt of the written notice of the facility fee, Ticketland shall ensure that said amount is added to and accurately reflected in the ticket price for each event.
8. DATA AND DATA OWNERSHIP. Thalia Mara Hall and Ticketland will share management responsibilities of the venue's website ([www.thaliamarahall.net](http://www.thaliamarahall.net)) and social media accounts (Facebook – Thalia Mara Hall, Twitter @thaliamarahall, and Instagram @thaliamarahall). At the conclusion of this contract, or in the event that Ticketland's ownership is relinquished, Thalia Mara Hall retains the right to become the sole manager of the venue's website and social media accounts. Ticketland and Thalia Mara Hall agree that each party in this contract shall have equal rights to the customer data of persons who actually purchase tickets to events using Ticketmaster's ticketing platform, subject to applicable laws and the parties' respective privacy policies.
9. EQUIPMENT. Thalia Mara Hall shall provide the following and prepare the Box Office so as to make the Box Office fully functional and suitable for operations, which shall include the following:
- a. One (1) dedicated telephone line;
  - b. High speed internet service (minimum speed of T1);

- c. All Utilities;
- d. Janitorial Services;
- e. Access to Copy Machine (in Main Office); and
- f. 24/7 year-round access to the Box Office

Ticketland shall be responsible for securing all remaining equipment necessary for the operation of the Box Office, which shall include, but is not limited to, the following:

- a. Additional phone/internet lines, as needed to conduct normal operations in the Box Office;
- b. One (1) or more computers;
- c. Monitors, printers, and ticket scanners (as specified by Ticketland);
- d. Access points, routers, and other internet related equipment (as specified by Ticketland); and
- e. Servers, equipment chargers, batteries, and battery supply (as specified by Ticketland).

10. INSURANCE, TAXES, AND UTILITIES. The City of Jackson, Mississippi/Thalia Mara Hall shall be responsible for the payment of all ad valorem taxes, employment taxes and withholdings accrued and payable to the Mississippi Department of Revenue and Internal Revenue Service for Thalia Mara Hall employees, premises liability insurance and any and all utilities (including, but not limited to, electricity, water, sewage and sanitation). Ticketland shall withhold and remit to the Mississippi Department of Revenue and Internal Revenue Service all employment taxes accrued and payable by Ticketland employees.

11. BOND/INSURANCE AND SURETY. Ticketland shall secure and maintain throughout the term of this Agreement a bond/general liability insurance in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for all claims for bodily injury, death or property damage arising out of or relating to any acts or omissions occurring as a result of Ticketland's operation of the Box Office, and insuring the City of Jackson, Mississippi/Thalia Mara Hall, as an additional insured. Ticketland shall also maintain adequate workers' compensation insurance as required by Mississippi law.

12. NO AGENCY BETWEEN THE PARTIES. At all times during this Agreement, Ticketland shall be considered an independent contractor and shall not be considered an agent of Thalia Mara Hall or the City of Jackson, Mississippi. Nothing contained herein nor any act or omission of the parties hereto shall be

deemed, interpreted or otherwise construed by the parties or any other third party as creating the relationship of principal and agent, employer and employee, partners, joint ventures, or any such similar relationship between Thalia Mara Hall and Ticketland. Ticketland shall conduct the Box Office operations as it deems economically prudent and commercially appropriate with input from the City of Jackson, Mississippi.

13. INDEMNIFICATION. Ticketland shall protect, defend, indemnify and hold harmless Thalia Mara Hall, its owner, directors, managers, employees and agents (hereinafter referred to as "Thalia Mara Indemnified Parties") with respect to any losses, claims, damages, liabilities or related expenses (including, but not limited to, reasonable attorney's fees and expenses) to which Thalia Mara Indemnified Parties may become subject as a result of: (i) the breach of any representation or warranty of Ticketland in this Agreement or other agreement or instrument delivered to Thalia Mara Hall pursuant hereto; (ii) the breach of any of the covenants of Ticketland contained in or arising out of this Agreement or the transactions contemplated hereby; or (iii) any third party claim made or threatened against Thalia Mara Indemnified Parties by virtue of acts or the business activities of Ticketland.
14. SEVERABILITY. If any term or other provision of this Agreement shall be held to be invalid, illegal or incapable of being enforced by any rule of applicable law, public policy, all other conditions or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or substance of the transaction contemplated herein is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the court of competent jurisdiction or governmental authority making such determination is authorized and instructed to modify this Agreement to the smallest degree necessary so as to affect the original intent of the parties as closely as possible in order that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible.
15. NO PRESUMED MODIFICATION. The execution of this contract by Ticketland shall not be deemed to modify, supersede or cancel any existing contract with Ticketmaster or any other ticketing agency to which Ticketland is also a party.

16. WAIVER. No express or implied waiver by any party of any right of such party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
17. ASSIGNMENT. The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, their heirs, legal representatives, executors, administrators, and successors-in-interest.
18. ENTIRE AGREEMENT. This Agreement contains the complete agreement by and among the parties hereto concerning its subject matter, and it replaces any and all agreements among the parties hereto, whether written or oral, concerning its subject matter.
19. GOVERNING LAW. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Mississippi without regard to conflict of laws, provisions or the residence or domicile of any party hereto.
20. NOTICES. All notices required to be given under this Agreement shall be deemed sufficient if delivered personally, by electronic mail, by express delivery service or by certified mail, return receipt requested and addressed as follows:

If to Thalia Mara Hall, to:

City of Jackson, Mississippi  
Department of Human & Cultural Services  
David Lewis, Deputy Director  
255 E Pascagoula Street  
Jackson, Mississippi 39201

Copy to:

City of Jackson, Mississippi  
Office of the City Attorney  
455 East Capitol Street  
Jackson, Mississippi 39201

If to Ticketland, to:

Ticketland, LLC  
Arden Barnett, Owner  
2906 North State Street, Suite 206  
Jackson, MS 39216

21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to be one and the same instrument, regardless of whether any one or more parties sign the same counterpart. Facsimile signatures and electronically saved signatures shall be deemed to be original signatures.
22. MODIFICATIONS. This Agreement may not be amended or otherwise modified except by express written consent of all parties to this Agreement.
23. TERMINATION. The obligation to continue services under this Agreement may be terminated by either party, with or without cause, upon written notice by either party in accordance with the terms hereof. Either party shall have the right to terminate performance of services under this Agreement as of the date the other party receives written notice thereof. In the event that either party, in its sole discretion and at its option, terminates the Agreement, the City of Jackson shall pay Ticketland for all services performed to the date of receipt of the written termination or suspension notice, or the later scheduled date acceptable to both parties, whichever applies.
24. HEADINGS; NO PRESUMPTION FROM DRAFTING. The headings of this Agreement are for convenience of reference only and shall not affect, in any manner, any of the terms and conditions herein. The fact that any draft of this Agreement was prepared by counsel for one of the parties shall create no presumption and specifically shall not cause any ambiguities to be construed against that party.



THE PARTIES hereto have executed this Agreement to be given effect as of the day and date first written above.

TICKETLAND, LLC, a Mississippi  
business corporation

By: \_\_\_\_\_  
Arden Barnett, Owner

THALIA MARA HALL, a division of, CITY  
OF JACKSON, MISSISSIPPI,  
DEPARTMENT OF HUMAN AND  
CULTURAL SERVICES

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

OFFICE OF THE CITY ATTORNEY  
7/17/19  
JW

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

**WHEREAS**, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in City of Jackson Sign Ordinance, Sections 102-26, et seq., of the City of Jackson Code of Ordinances; and

**WHEREAS**, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

**WHEREAS**, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

**WHEREAS**, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

Item: #30  
Date: 9-3-19  
By: Hillman, Lumumba

**WHEREAS**, Sophomore Spanish Club, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS THEREFORE, ORDERED** that Sophomore Spanish Club is hereby *(approved)* a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and the applicant *(has)* met the necessary criteria for the requested variance.

**IT IS FURTHER ORDERED** that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance *(would)* deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested *(will not)* confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Coleman, Kumar, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/8/19  
DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	To erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A					
3.	<b>Who will be affected</b>	N/A					
4.	<b>Benefits</b>	N/A					
5.	<b>Schedule (beginning date)</b>	N/A					
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	200 District Blvd (Ward 7)					
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division					
8.	<b>COST</b>	N/A					
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A					
10.	<b>EBO participation</b>	ABE _____%	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>

Revised 2-04

**STAFF RECOMMENDATION: APPROVE**

Department of Planning and Development



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

## MEMORANDUM

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** Dr. Mukesh Kumar, Director  
Department of Planning & Development

**DATE:** *OKA* July 8, 2019

**RE:** Sign Variance

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Sophomore Spanish Club, located at 200 District Blvd, is requesting a variance to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
7/17/19  
7/17/19  
7/17/19


## OFFICE OF THE CITY ATTORNEY

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**This ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE** is legally sufficient for placement in NOVUS Agenda.



**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* 



**Date**

OFFICE OF THE CITY ATTORNEY  
7/17/19  
JW

**ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE (WARD 7)**

**WHEREAS**, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in City of Jackson Sign Ordinance, Sections 102-26, et seq., of the City of Jackson Code of Ordinances; and

**WHEREAS**, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

**WHEREAS**, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

**WHEREAS**, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

Item: #31  
Date: 9-3-19  
By: Hillman, Lumumba

**WHEREAS**, Sophomore Spanish Club, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

**IT IS THEREFORE, ORDERED** that Sophomore Spanish Club is hereby *(denied)* a variance from the Sign Ordinance regulations to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant *(has not)* met the necessary criteria for the requested variance.

**IT IS FURTHER ORDERED** that the City Council has considered the variance application and denies the variance requested therein based on a finding that no special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance *(would not)* deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested *(will)* confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Item#

Date:

By: Coleman, Kumar, Lumumba



# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/8/19  
DATE

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	To erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A								
3.	<b>Who will be affected</b>	N/A								
4.	<b>Benefits</b>	N/A								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	200 District Blvd (Ward 7)								
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning & Development Signs & License Division								
8.	<b>COST</b>	N/A								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A								
10.	<b>EBO participation</b>	ABE	_____ %	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>

Revised 2-04

**STAFF RECOMMENDATION: APPROVE**

Department of Planning and Development



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

**MEMORANDUM**

**TO:** Mayor Chokwe Antar Lumumba

**FROM:** *Dr. Mukesh Kumar*  
Dr. Mukesh Kumar, Director  
Department of Planning & Development

**DATE:** July 8, 2019

**RE:** Sign Variance

---

Sophomore Spanish Club, located at 200 District Blvd, is requesting a variance to erect 4 building signs totaling 168 square feet within a CMU-1 zone which only allows a total of 15 square feet for building signage.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY  
7/17/19  
nmw

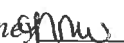
## OFFICE OF THE CITY ATTORNEY

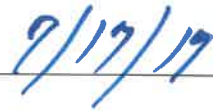
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This **ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO DENY THE SIGN VARIANCE REQUEST FOR SOPHOMORE SPANISH CLUB TO ERECT 4 BUILDING SIGNS TOTALING 168 SQUARE FEET WITHIN A CMU-1 ZONE WHICH ONLY ALLOWS A TOTAL OF 15 SQUARE FEET FOR BUILDING SIGNAGE** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Nakesha Watkins**, *Deputy City Attorney* 



\_\_\_\_\_  
**Date**

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

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

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

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

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

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

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

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

Item: #32  
Date: 9-3-19  
By: Hillman, Lumumba

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

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

Multi-Con, LLC	4136 Carol Dr.	\$18,394.00
Management Services Resources, LLC	533 Willaman St.	\$13,493.00
Wiggins Painting and Remodeling, LLC	2510 St Charles St.	\$38,500.00

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


Item Number \_\_\_\_\_  
Date September 3, 2019  
By: Kumar, Henderson, Lumumba


Council Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Abstain \_\_\_\_\_

**OFFICE OF HOUSING  
AND COMMUNITY  
DEVELOPMENT**

**MEMORANDUM**

**TO:** Mayor Chokwe Lumumba

**FROM:**  Jordan Hillman, Interim Director,  
Department of Planning and Development

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

**DATE:** August 28, 2019


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

The Office of Housing and Community Development (OHCD) is preparing to begin lead and healthy homes remediation activities on two (2) units enrolled in the City's Lead Safe Jackson Housing Program funded through the HUD's Lead-Based Paint Hazard Control Grant and Healthy Homes Supplemental Funds, and Community Development Block Grant (CDBG) funds. The six approved contractors were asked to complete a walk through with OHCD staff and provide cost estimates on two (2) units scheduled to receive services.

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

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

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

For Office Use Only:		
Manager Approval: _____		Date: _____
Fiscal Officer Approval: 		Date: 8/27/19

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

**DATE: 9/3/2019**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC AND BEN WIGGINS PAINTING AND REMODELING, LLC FOR THE USE OF LEAD-BASED PAINT HAZARD CONTROL (LBPHC) GRANT, HEALTHY HOMES SUPPLEMENTAL, AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LEAD SAFE JACKSON HOUSING PROGRAM ACTIVITIES (WARDS 3)</b>
2.	<b>Purpose</b>	Provide lead and healthy homes remediation for low to moderate income households with pregnant women and/or children present under the age of 6.
3.	<b>Who will be affected</b>	Constituents of the city of Jackson
4.	<b>Benefits</b>	This project is lead and healthy homes initiative to help residents address lead and healthy homes hazards. These interventions will improve the affordability, livability, health, and safety of their homes.
5.	<b>Schedule (beginning date)</b>	September 2019
6.	<b>Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable</b>	City of Jackson
7.	<b>Action implemented by: City Department <u>  X  </u> Consultant _____</b>	Department of Planning Office of Housing & Community Development.
8.	<b>COST</b>	\$56,894 .00 of combined funding from LBPHC, HHSF, and CDBG funds
9.	<b>Source of Funding General fund _____ Grant <u>  X  </u> Bond _____ Other <u>  -  </u></b>	085-84510-6485 (CDBG) 085-96430-6485 (LBPHC) 085-96440-6485 (LBPHC-HH)
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____

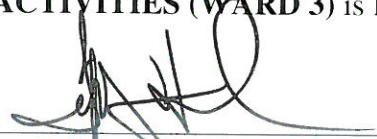
Office of the City Attorney

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

August 26, 2019  
MA TERRY

## OFFICE OF THE CITY ATTORNEY

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



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

8/28/19

Date



OFFICE OF THE CITY ATTORNEY  
9/3/19

**ORDER AUTHORIZING THE ACCEPTANCE OF THE LOWEST AND BEST BID (BID NO. 91025-073019) FROM SPORTS FLOORS, INC., FOR THE PURCHASE OF SPORT CUSHION I FLOOR SYSTEM FROM SPORTS FLOORS, INC., AND FURTHER AUTHORIZING SPORTS FLOORS, INC., TO REPLACE THE GYM FLOOR LOCATED AT GEORGE KURT'S GYM LOCATED AT 125 GYMNASIUM DRIVE, JACKSON, MISSISSIPPI, FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$49,924.47). (WARD 4) (HARRIS, LUMUMBA)**

**WHEREAS**, the floor located at George Kurt's Gym is in dire need of replacing due to the rubber flooring material splitting, making the gym floor unsafe for any use; and

**WHEREAS**, the Sport Cushion I product is the material needed to replace said gym floor; and

**WHEREAS**, the City of Jackson's Department of Parks and Recreation ("Parks and Recreation"), after requesting proposals from various vendors in the Jackson metropolitan area, has determined that Sports Floors, Inc., is the lowest and best provider of the Sport Cushion I Floor System in the southeast area; and

**WHEREAS**, Parks and Recreation desires to purchase the Sport Cushion I Floor System product from Sports Floors, Inc., to replace the floor at George Kurt's Gym, as well as contract with Sports Floors, Inc., to complete all work; and

**WHEREAS**, Sports Floors, Inc., has provided the City of Jackson a Certificate of Insurance in the amount of one million dollars (\$1,000,000.00); and

**WHEREAS**, Sports Floors, Inc., has proposed to complete all needed scope of work to replace the floor at George Kurt's Gym, for an amount not to exceed Forty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Forty-seven Cents (\$49,924.47).

**IT IS HEREBY ORDERED** that the bid from Sports Floors, Inc., 6651 Reese Road, Memphis, TN 38133, received July 30, 2019, for gym floor replacement at the George Kurts Gym, (to begin upon City Council Approval), be accepted as the lowest and best bid received; it being determined that said bid met the City's specifications.

**IT IS FURTHER ORDERED** that Sports Floors, Inc., is authorized to replace the gym floor at George Kurt's Gym, using the Sport Cushion I Floor System, for an amount not to exceed Forty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Forty-seven Cents (\$49,924.47).

Item: #33  
Date: 9-3-19  
By: Harris, Lumumba



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



"One City. One Aim. One Destiny"

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department *IBHjr*  
**Date:** August 5, 2019  
**Re:** Bid Acceptance: Sports Floors, Inc.  
 Bid No.: 91025-073019

The Department of Parks and Recreation has reviewed the bid tabulation for the replacement of the George Kurts Gym floor. Due to splitting of the current rubber floor, the floor located at George Kurts Gym, has become unsafe, and is in dire need of replacing.

The Department of Parks and Recreation recommends the acceptance of the bid received from Sports Floors, Inc., as the lowest and best bid, meeting all the specifications and requirements of the City of Jackson and the Department of Parks and Recreation.

Thank you.

IBHjr/pb

RECEIVED  
 PURCHASING DIVISION  
 CITY OF JACKSON

19 AUG -6 AM 11:55

RECEIVED  
 AUG 15 2019  
 BY: *gs*

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

08-05-19  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																									
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2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement Quality of Life																																									
3.	<b>Who will be affected</b>	Patrons of the George Kurts Gymnasium																																									
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7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	City Department																																									
8.	<b>COST</b>	For an amount not to exceed Forty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Forty-seven Cents (\$49,924.47).																																									
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	General Fund – 005-501.26-6317																																									
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes</td><td>___ No</td><td><u> X </u></td> <td>N/A</td><td><u> X </u></td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes</td><td>___ No</td><td><u> X </u></td> <td>N/A</td><td><u> X </u></td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes</td><td>___ No</td><td><u> X </u></td> <td>N/A</td><td><u> X </u></td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes</td><td>___ No</td><td><u> X </u></td> <td>N/A</td><td><u> X </u></td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes</td><td>___ No</td><td><u> X </u></td> <td>N/A</td><td><u> X </u></td> </tr> </table>		ABE	_____ %	WAIVER	___ Yes	___ No	<u> X </u>	N/A	<u> X </u>	AABE	_____ %	WAIVER	___ Yes	___ No	<u> X </u>	N/A	<u> X </u>	WBE	_____ %	WAIVER	___ Yes	___ No	<u> X </u>	N/A	<u> X </u>	HBE	_____ %	WAIVER	___ Yes	___ No	<u> X </u>	N/A	<u> X </u>	NABE	_____ %	WAIVER	___ Yes	___ No	<u> X </u>	N/A	<u> X </u>
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Office of the City Attorney

455 East Capitol Street  
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OFFICE OF THE CITY ATTORNEY  
8/12/19

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE ACCEPTANCE OF THE LOWEST AND BEST BID (BID NO. 91025-073019) FROM SPORTS FLOORS, INC., FOR THE PURCHASE OF SPORT CUSHION I FLOOR SYSTEM FROM SPORTS FLOORS, INC., AND FURTHER AUTHORIZING SPORTS FLOORS, INC., TO REPLACE THE GYM FLOOR LOCATED AT GEORGE KURT'S GYM LOCATED AT 125 GYMNASIUM DRIVE, JACKSON, MISSISSIPPI, FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$49,924.47) is legally sufficient for placement in NOVUS Agenda.

\_\_\_\_\_  
Timothy Howard, *City Attorney*

Kristen Love, *Deputy City Attorney* KL

8/12/19

\_\_\_\_\_  
Date

**TABULATION OF BIDS RECEIVED FOR GYM FLOORING FOR KURT'S GYM**

**BID NO. 91025-073019**

**ADVERTISED: JULY 11 & 18, 2019**

**OPENED: July 30, 2019**

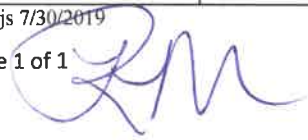
**DEPARTMENT OF PARKS & RECREATION/ATHLETICS DIVISION**

**DEPT. COPY**

**ACCOUNT: GENERAL FUND**

			<b>Play On Courts, LLC</b> Attn: Chrissie White P.O. Box 846. <u>Dalton, GA 30721</u> 205 Boring Drive <u>Dalton, GA 30722</u> (502) 419-2030 <a href="mailto:chrissiewhite@playoncourts.com">chrissiewhite@playoncourts.com</a>	<b>Sports Floors, Inc.</b> Attn: Bruce Gleneck 6651 Reese Road <u>Memphis, TN 38133</u> 6651 Reese Road <u>Memphis, TN 38133</u> (901) 452-9492 <a href="mailto:bruce@sportsfloorsinc.com">bruce@sportsfloorsinc.com</a> <a href="mailto:clayton@sportsfloorsinc.com">clayton@sportsfloorsinc.com</a>
<b><u>ITEM</u></b>	<b><u>QTY.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>TOTAL PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1.	1	Wood Floor System: Kurt's Gym Flooring for the City of Jackson	\$63,311.00	\$49,924.47
New floor size: 110ft in length x 57ft width				
Materials				
Installation				
Delivery:			30 Days	60 Days
Bid Valid For:			120 Days	Approx. 10 weeks
EBO Application:			Included	Included
Bid Bond :			Included	Included

RECEIVED  
 PURCHASING DIVISION  
 CITY OF JACKSON  
 19 AUG -6 AM 11:55





# Memorandum

**To:** Victor Sexton, Equal Business Opportunity Officer  
Office of Economic Development

**From:** Charles Melvin  
Department of Parks & Recreation

**CC:** Purchasing Division

**Date:** 7/31/2019

**Re:** Bid Number: 91025-073019 Gym Flooring for Kurt's Gym

The attached bid tabulation has been prepared by the Purchasing Division as a guide for the department/ division contact person to review the bid technical specifications. Bids were received and opened on July 30, 2019. The bids were as follows:

VENDOR NAME	TECHNICAL		EBO PLAN	
	NO	YES	NO	YES
Play On Courts, LLC				X
Sports Floor, Inc.				X

The source of funding is \_\_\_\_\_

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO plan as submitted with the above referenced bid is hereby requested.

Signed (Department / Division Contact Person)

Date:

OFFICE OF THE CITY ATTORNEY  
9/3/19

**ORDER AUTHORIZING THE ACCEPTANCE OF THE LOWEST AND BEST BID (BID NO. 91025-073019) FROM SPORTS FLOORS, INC., FOR THE PURCHASE OF SPORT CUSHION I FLOOR SYSTEM FROM SPORTS FLOORS, INC., AND FURTHER AUTHORIZING SPORTS FLOORS, INC., TO REPLACE THE GYM FLOOR LOCATED AT GEORGE KURT'S GYM LOCATED AT 125 GYMNASIUM DRIVE, JACKSON, MISSISSIPPI, FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$49,924.47). (WARD 4) (HARRIS, LUMUMBA)**

**WHEREAS**, the floor located at George Kurt's Gym is in dire need of replacing due to the rubber flooring material splitting, making the gym floor unsafe for any use; and

**WHEREAS**, the Sport Cushion I product is the material needed to replace said gym floor; and

**WHEREAS**, the City of Jackson's Department of Parks and Recreation ("Parks and Recreation"), after requesting proposals from various vendors in the Jackson metropolitan area, has determined that Sports Floors, Inc., is the lowest and best provider of the Sport Cushion I Floor System in the southeast area; and

**WHEREAS**, Parks and Recreation desires to purchase the Sport Cushion I Floor System product from Sports Floors, Inc., to replace the floor at George Kurt's Gym, as well as contract with Sports Floors, Inc., to complete all work; and

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**IT IS HEREBY ORDERED** that the bid from Sports Floors, Inc., 6651 Reese Road, Memphis, TN 38133, received July 30, 2019, for gym floor replacement at the George Kurts Gym, (to begin upon City Council Approval), be accepted as the lowest and best bid received; it being determined that said bid met the City's specifications.

**IT IS FURTHER ORDERED** that Sports Floors, Inc., is authorized to replace the gym floor at George Kurt's Gym, using the Sport Cushion I Floor System, for an amount not to exceed Forty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Forty-seven Cents (\$49,924.47).

Item: #33  
Date: 9-3-19  
By: Harris, Lumumba



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



"One City. One Aim. One Destiny"

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department *IBHjr*  
**Date:** August 5, 2019  
**Re:** Bid Acceptance: Sports Floors, Inc.  
 Bid No.: 91025-073019

The Department of Parks and Recreation has reviewed the bid tabulation for the replacement of the George Kurts Gym floor. Due to splitting of the current rubber floor, the floor located at George Kurts Gym, has become unsafe, and is in dire need of replacing.

The Department of Parks and Recreation recommends the acceptance of the bid received from Sports Floors, Inc., as the lowest and best bid, meeting all the specifications and requirements of the City of Jackson and the Department of Parks and Recreation.

Thank you.

IBHjr/pb

RECEIVED  
 PURCHASING DIVISION  
 CITY OF JACKSON


19 AUG -6 AM 11:55

RECEIVED  
 AUG 15 2019  
 BY: *JS*



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

08-05-19  
DATE

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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  
8/12/19

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE ACCEPTANCE OF THE LOWEST AND BEST BID (BID NO. 91025-073019) FROM SPORTS FLOORS, INC., FOR THE PURCHASE OF SPORT CUSHION I FLOOR SYSTEM FROM SPORTS FLOORS, INC., AND FURTHER AUTHORIZING SPORTS FLOORS, INC., TO REPLACE THE GYM FLOOR LOCATED AT GEORGE KURT'S GYM LOCATED AT 125 GYMNASIUM DRIVE, JACKSON, MISSISSIPPI, FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED TWENTY-FOUR DOLLARS AND FORTY-SEVEN CENTS (\$49,924.47) is legally sufficient for placement in NOVUS Agenda.

\_\_\_\_\_  
Timothy Howard, *City Attorney*

Kristen Love, *Deputy City Attorney* KL

8/12/19

\_\_\_\_\_  
Date

**TABULATION OF BIDS RECEIVED FOR GYM FLOORING FOR KURT'S GYM**

**BID NO. 91025-073019**

**ADVERTISED: JULY 11 & 18, 2019**

**OPENED: July 30, 2019**

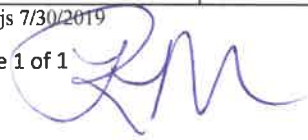
**DEPARTMENT OF PARKS & RECREATION/ATHLETICS DIVISION**

**DEPT. COPY**

**ACCOUNT: GENERAL FUND**

			<b>Play On Courts, LLC</b> Attn: Chrissie White P.O. Box 846. <u>Dalton, GA 30721</u> 205 Boring Drive <u>Dalton, GA 30722</u> (502) 419-2030 <a href="mailto:chrissiewhite@playoncourts.com">chrissiewhite@playoncourts.com</a>	<b>Sports Floors, Inc.</b> Attn: Bruce Gleneck 6651 Reese Road <u>Memphis, TN 38133</u> 6651 Reese Road <u>Memphis, TN 38133</u> (901) 452-9492 <a href="mailto:bruce@sportsfloorsinc.com">bruce@sportsfloorsinc.com</a> <a href="mailto:clayton@sportsfloorsinc.com">clayton@sportsfloorsinc.com</a>
<b><u>ITEM</u></b>	<b><u>QTY.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>TOTAL PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1.	1	Wood Floor System: Kurt's Gym Flooring for the City of Jackson	\$63,311.00	\$49,924.47
New floor size: 110ft in length x 57ft width				
Materials				
Installation				
Delivery:			30 Days	60 Days
Bid Valid For:			120 Days	Approx. 10 weeks
EBO Application:			Included	Included
Bid Bond :			Included	Included

RECEIVED  
 PURCHASING DIVISION  
 CITY OF JACKSON  
 19 AUG -6 AM 11:55





# Memorandum

**To:** Victor Sexton, Equal Business Opportunity Officer  
Office of Economic Development

**From:** Charles Melvin  
Department of Parks & Recreation

**CC:** Purchasing Division

**Date:** 7/31/2019

**Re:** Bid Number: 91025-073019 Gym Flooring for Kurt's Gym

The attached bid tabulation has been prepared by the Purchasing Division as a guide for the department/ division contact person to review the bid technical specifications. Bids were received and opened on July 30, 2019. The bids were as follows:

VENDOR NAME	TECHNICAL		EBO PLAN	
	NO	YES	NO	YES
Play On Courts, LLC				X
Sports Floor, Inc.				X

The source of funding is \_\_\_\_\_

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO plan as submitted with the above referenced bid is hereby requested.

Signed (Department / Division Contact Person)

Date:

**ORDER AUTHORIZING THE MAYOR TO RENEW AND EXECUTE AN EXISTING LEASE AGREEMENT WITH THE EPIPHANY LUTHERAN CHURCH PREVIOUSLY NAMED THE ST. PAUL LUTHERAN CHURCH AND MISSOURI SYNOD, FOR PARK USES. (WARD 5) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY CLERK  
8/29/19

**WHEREAS**, the City of Jackson's lease with the Epiphany Lutheran Church previously named the St. Paul Lutheran Church for St. Paul Park has expired; and

**WHEREAS**, the Epiphany Lutheran Church desires to renew said lease with the City of Jackson for property located at 1000 Clover Hill Drive; and

**IT IS HEREBY ORDERED**, by the Council of the City of Jackson, Mississippi, that the Mayor execute and City Clerk attest on behalf of the City, a lease with the Southern District of the Lutheran Church, Epiphany Lutheran Church, previously named the St. Paul Lutheran Church and Missouri Synod, for park uses.

Item: #34 Date: 9-3-19 By: Harris, Lumumba
--

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

08-26-19  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order to renew lease of property located at 1000 Clover Hill Road for park purposes.
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Park patrons.
4.	<b>Benefits</b>	Provides a park for the citizens in the area.
5.	<b>Schedule (beginning date)</b>	Upon Council Approval
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 5
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation
8.	<b>COST</b>	None
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A
10.	<b>EBO participation</b>	ABE _____ %      WAIVER ___ Yes ___ No ___      N/A ___ AABE <u>100</u> %      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](http://www.jacksonms.gov)



*"One City. One Aim. One Destiny."*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** August 26, 2019  
**Re:** St. Paul Park Lease Renewal

---

The attached is an Order authorizing the Mayor to renew and execute an existing lease agreement with the Epiphany Lutheran Church previously named the St. Paul Lutheran Church and Missouri Synod, for park uses.

The Department of Parks & Recreation recommends the authorization of the lease agreement, as the current lease has expired.

IBHjr/pb

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 RENEW AND EXECUTE AN EXISTING LEASE AGREEMENT WITH THE EPIPHANY LUTHERAN CHURCH PREVIOUSLY NAMED THE ST. PAUL LUTHERAN CHURCH AND MISSOURI SYNOD, FOR PARK USES. (WARD5)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
  
8/27/19



**ORDER RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH AL ROJAS AND THE CITY OF JACKSON FOR LICENSEE'S USE OF THE JACKSON CONVENTION COMPLEX-SMG, AUGUST 23-24, 2019, TO HOST THE MIND, BODY AND SOUL HEALTH AND WELLNESS EXPO AND 5K RUN. (WARD 7) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
8/28/19

**WHEREAS**, the City of Jackson's Parks and Recreation Department, the Department of Human & Cultural Services and the Department of Planning & Development hosted the Mind, Body & Soul Health and Wellness Expo and 5K Run;

**WHEREAS**, this event was part of the 2019 Jackson Soulful Music Concert Series, and provided family entertainment for citizens of all ages by featuring various musical artists, performers and other activities; and

**WHEREAS**, in furtherance to the event, the Department of Parks and Recreation needed to enter into an agreement with the Jackson Convention Complex-SMG; and

**WHEREAS**, the Jackson Convention Complex-SMG managed and operated the August 23-24, 2019 events; and

**WHEREAS**, the amount of this event did not exceed Three Thousand, Six Hundred Sixty-Four Dollars & Zero Cents (\$3,664.00); and

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

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to ratify an agreement, and all other necessary documents, for a contract with the Jackson Convention Complex-SMG for hosting, managing and operating the August 23-24, 2019, Mind, Body & Soul Health and Wellness Expo and 5K Run.

<b>ITEM #:</b>	35
<b>DATE:</b>	9-3-19
<b>BY: HARRIS, LUMUMBA</b>	

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

08-22-19  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																								
1.	<b>Brief Description</b>	Order ratifying a professional services contract with the City of Jackson and the Jackson Convention Complex-SMG, to host the 2019 Mind, Body and Soul Health and Wellness Expo and 5K Run.																																								
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life																																								
3.	<b>Who will be affected</b>	Residents and guests attending the August 23-24, 2019 Mind, Body and Soul Health and Wellness Expo and 5K Run at the Jackson Convention Complex-SMG.																																								
4.	<b>Benefits</b>	Provides positive and supportive community service.																																								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																								
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Ward 7																																								
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation																																								
8.	<b>COST</b>	Three Thousand Six Hundred, Sixty-Four Dollars & Zero Cents (\$3,664.00)																																								
9.	<b>Source of Funding</b> <b>General Fund</b> <input type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	Parks & Recreation – Account No. 005-504.10-6419																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	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>
ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			



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



*"One City. One Aim. One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Dept. of Parks & Recreation  
**Date:** August 27, 2019  
**Re:** Mind, Body & Soul Health & Wellness Expo & 5K Run

---

The attached is an Order ratifying a Professional Services Contract between the City and the Jackson Convention Complex-SMG. The agreement defines the respective responsibilities of both parties to host this year's two-day event, from August 23-24, 2019.

Due to one (1) of the entertainers cancelling close to the date of the event. The contract had to be re-negotiated, which took time, preventing Parks & Recreation from meeting the Council Agenda deadline.

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

IBHjr/pb

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 RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH AL ROJAS AND THE CITY OF JACKSON FOR LICENSEE'S USE OF THE JACKSON CONVENTION COMPLEX-SMG, AUGUST 23-24, 2019, TO HOST THE MIND, BODY, BODY AND SOUL HEALTH AND WELLNESS EXPO AND 5K RUN.** (WARD 7) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Monica D. Allen**, Special Assistant 

  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
8/28/2019

**ORDER AUTHORIZING THE MAYOR TO MOVE FUNDS FROM PERSONNEL BUDGET IN THE POLICE DEPARTMENT TO SPECIAL EQUIPMENT FOR POLICE IN THE AMOUNT OF \$173,000. THESE FUNDS WILL BE USED TO PURCHASE ADDITIONAL BODY CAMERAS, DOCKING STATIONS, AND STORAGE.**

WHEREAS, the Jackson Police Department has funds in its budget for the Fiscal Year 2018-2019 that have not been used for personnel; and

WHEREAS, the Jackson Police Department is requesting that the funds be moved to line item Special Police Equipment to assist with the purchase of Body Worn Cameras, Docking Stations, and Storage for the police officers cameras; and

WHEREAS, the funds being requested will be used to purchase the above listed equipment in the amount of \$173,000; and

**IT IS, HEREBY, ORDERED** that the Mayor is authorized to move the funds in the Jackson Police Department's FY 2018-2019 budget from Personnel Services to Special Equipment in the amount of \$173, 000 for the purchase of Body Worn Cameras, Docking Stations, and Storage.

**IT IS FURTHER ORDERED** that the Mayor or his designee be authorized to execute any and all documents necessary for the approval and administration of said funds.

Item: #36  
Date: 9-3-19

By: DAVIS, LUMUMBA.


Jackson Police Department



327 E. Pascagoula Street  
PO Box 17  
Jackson, MS 39205-0017

## MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James E. Davis, Chief of Police 

**Date:** August 28, 2019

**Subject:** Requesting Approval to move Monies from Personnel to Special Equipment for Police Department from FY 2019 Budget

---

The City of Jackson Police Department is requesting that \$173,000 dollars be moved from Personnel to Special Police Equipment from FY 2018-2019 Budget. These funds should be moved from the following positions:

- Public Safety Dispatcher 3 Positions \$100,550.77
- Communication Clerk 2 Positions \$65,967.40
- Crossing Guards 2 Positions \$11,207.66

The Jackson Police Department is requesting that the Mayor is authorized to move these funds from the current fiscal year 2018-2019 and the positions be available for the FY 2019-2020.

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 TO MOVE FUNDS FROM PERSONNEL BUDGET IN THE POLICE DEPARTMENT TO SPECIAL EQUIPMENT FOR POLICE IN THE AMOUNT OF \$173,000. THESE FUNDS WILL BE USED TO PURCHASE ADDITIONAL BODY CAMERAS, DOCKING STATIONS, AND STORAGE is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney

  
\_\_\_\_\_  
Bridgette Morgan, Deputy City Attorney

Date

8/28/19



GETAC Body Camera Off NCPA Contact

Prepared For:	Quote Information:
<b>Name:</b> Juan Gray <b>Company:</b> City of Jackson <b>Address:</b> 327 East Pascagoula Street Jackson, MS 39205 <b>Phone:</b> (601) 960-4045 <b>Email:</b> juang@jacksonms.gov	<b>Quote #:</b> 101835 <b>Created:</b> 08/09/2019 <b>Expires:</b> 08/08/2019 <b>Rep:</b> Tarrien Williams <b>Email:</b> tmwilliams@ventech.com <b>Phone:</b> 601.956.5440



Product	Item	Qty	Price	Ext. Price
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware warranty (compatible with magnetic charge cable ORB39X)	OVWX2MXXXXX1	60	\$269.00	\$16,140.00
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera dual side magnetic mount	ORB41X	60	\$54.00	\$3,240.00
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02), magnetic quick release charging USB cable	ORB39X	60	\$62.00	\$3,720.00
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	OD2DAU	13	\$1,099.00	\$14,287.00
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - BC-02 Extended Warranty - Years 2, 3 & 4	GE-SVBWEXT3Y	60	\$165.00	\$9,900.00
GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - MD-02D Dock w/ 90W - Extended Warranty - Years 2, 3 & 4	GE-SVMDEXT3Y	13	\$158.00	\$2,054.00
GETAC VIDEO SOLUTIONS INC. : GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	OUA04X	2880	\$40.00	\$115,200.00
GETAC VIDEO SOLUTIONS INC. : GETAC VIDEO SOLUTION ON-SITE CONSULTING	OZX01X	2	\$1,899.00	\$3,798.00
GETAC VIDEO SOLUTIONS INC. : Getac Video On-Site Training - Per day	OZX07X	2	\$1,899.00	\$3,798.00
<b>Product Subtotal</b>				<b>\$172,137.00</b>

Recap	Extended Totals
<b>Product</b>	<b>\$172,137.00</b>
<b>Quote Totals</b>	<b>\$172,137.00</b>





Venture Technologies  
860 Centre Street  
Ridgeland, MS 39157  
601-956-5440  
www.convergeone.com

Friday, 09 August 2019 10:44 PM

GETAC Body Camera Off NCPA Contact

Submitted By:

*Jarvis M. Williams*

Signature: \_\_\_\_\_

PO # \_\_\_\_\_

Shipping and handling charges are estimated. Customer is responsible for all applicable sales taxes. Unless other arrangements are made, the terms of all sales are due upon receipt and shall not be paid later than thirty days after delivery. Additional fees may apply for credit card orders. Any claims for shipping damages or requests for returns must be made within 15 days of delivery and require prior approval from Venture.

Unless otherwise specified in this quote or a separate Statement of Work, Venture shall provide any professional services included in this quote during standard business hours of 8 a.m. to 5 p.m. Central Time. Additional charges may apply to any work that must be performed outside of normal business hours.

Travel and out-of-pocket expenses may apply. Please contact your Venture Account Manager for details.

**Juan Gray**

---

**From:** Sharon Thames  
**Sent:** Tuesday, August 27, 2019 4:03 PM  
**To:** Juan Gray  
**Subject:** FW: BODY CAMERAS FUNDING

**Importance:** High

---

**From:** Jerome Cooper  
**Sent:** Tuesday, August 27, 2019 2:59 PM  
**To:** Cynthia Dixon; David Marsalis  
**Cc:** Sharon Thames  
**Subject:** BODY CAMERAS FUNDING  
**Importance:** High

On your loader, you will see where I highlighted several positions and made a notation for you all not to hire until next fiscal year. We needed to \$173,000 to cover the body cameras that Juan Gray in the Jackson Police Department ordered. The positions I used to come up with the money is below:

Public Safety Dispatcher (3 Positions).....\$100,550.77  
Communication Clerk (2 Positions).....\$65,967.40  
Crossing Guards (2 Positions).....\$11,207.66

*Jerome Cooper, Acting-Assistant Finance Manager  
Department of Finance & Administration  
Budget Division  
City of Jackson  
200 South President Street  
jcooper@city.jackson.ms.us  
Phone: 601-960-1150  
Fax:601-960-1049*

*“Where there is no VISION the people PERISH”*

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

**August 28, 2019**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>	
1.	<b>Brief Description/Purpose</b>	Order Authorizing The Mayor's to move funds from personnel budget in the police department to special equipment for the police in the amount of \$173,000. These funds will be used to purchase additional Body Cameras, Docking Stations and Storage.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.	
5.	<b>Schedule (beginning date)</b>	As per grant guidelines	
6.	<b>Location:</b> ■ WARD  ■ CITYWIDE (yes or no) (area) ■ ■ Project limits if applicable	ALL WARDS  CITY WIDE	
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department	
8.	<b>COST</b>	Budget Funds: Jackson Police Departments Personnel to Special Police Equipment  • Public Safety Dispatcher 3 Positions \$100,550.77 • Communication Clerk 2 Positions \$65,967.40 • Crossing Guards 2 Positions \$11,207.66	
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Budgeted funds for FY 2018-2019	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

**ORDER REVISING THE FISCAL YEAR 2018-2019 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY  
 37-5017  
 [Signature]

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$108,761 have arisen within the adoption of the Fiscal Year 2018-2019 budget; and

**WHEREAS**, the Fiscal Year 2018-2019 budget must be revised to provide funding to pay for various invoices for services throughout the City of Jackson; and

**WHEREAS**, the following funds are revised:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	175.45.10.6115	(\$5,000.00)
	175.945.10.6299	(\$5,000.00)
	175.945.10.6847	(\$15,000.00)
	174.944.00.6115	(\$35,000.00)
	174.944.00.6317	(5,761.00)
	174.944.00.6514	(3,000.00)
	174.944.00.6847	(40,000.00)
	To	175.945.10.6491
174.944.00.6491		\$83,761.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2018-2019 budget be revised in the amount of \$108,761 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	175.45.10.6115	(\$5,000.00)
	175.945.10.6299	(\$5,000.00)
	175.945.10.6847	(\$15,000.00)
	174.944.00.6115	(\$35,000.00)
	174.944.00.6317	(5,761.00)
	174.944.00.6514	(3,000.00)
	174.944.00.6847	(40,000.00)
	To	175.945.10.6491
174.944.00.6491		\$83,761.00

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 26, 2019

**DATE**

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description / Purpose</b>	<b>ORDER REVISING THE FISCAL YEAR 2018-2019 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)</b>				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life				
3.	<b>Who will be affected</b>	Citizens of Jackson				
4.	<b>Benefits</b>	The Water/Sewer Division will use these funds to pay CSL for the West Bank Interceptor Flow Monitoring Project.				
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval				
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works, Water/Sewer Division				
8.	<b>COST</b>	\$108,761				
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	175.45.10.6115	(\$5,000.00)			
		175.945.10.6299	(\$5,000.00)			
		175.945.10.6847	(\$15,000.00)			
		174.944.00.6115	(\$35,000.00)			
		174.944.00.6317	(5,761.00)			
		174.944.00.6514	(3,000.00)			
		174.944.00.6847	(40,000.00)			
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Robert K. Miller, Director  
Department of Public Works

**Date:** August 26, 2019

**Agenda Item:** **Order Revising the Fiscal Year 2018-2019 Budget of the  
Department of Public Works (All Wards)**

**Item #:** N/A

**Council Meeting:** Regular Council Meeting, September 3, 2019

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

- ABE: 0%
- AABE: 0%
- HBE: 0%
- NABE: 0%
- FBE: 0%

**Purpose:** The Water/Sewer Division will use these funds to pay various invoices for flow monitoring services throughout the City of Jackson.

**Cost:** \$108,761

**Project/Contract Type:** N/A

**Funding Source:** Enterprise Fund

**Schedule/Time:** September 3, 2019

**DPW Manager:** Mary D. Carter

**Background:** The Water/Sewer Division will use these funds to pay CSL Services for Flow Monitoring service on the West Bank Interceptor project with the City of Jackson.

Office of the City Attorney

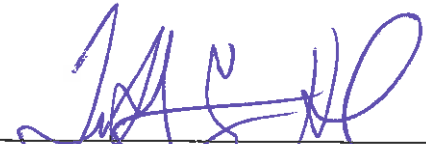
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
8/28/19

## OFFICE OF THE CITY ATTORNEY

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This **ORDER REVISING THE FISCAL YEAR 2018-2019 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

8/28/19  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
8-26-2019

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.**

**WHEREAS**, on August 13, 2019, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control Valve Installation Project, City Project No.19B0101; and

**WHEREAS**, the bid received from Hemphill Construction Company, Inc. in the amount of \$516,200.00, was the lowest and best bid received and met specifications; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Hemphill Construction Company, Inc, in the amount of \$516,200.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**ITEM #**           #38            
**DATE:**           9-3-19            
**BY:** **WILLIAMS, CARTER, MILLER, LUMUMBA**



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**August 15, 2019**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses in within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located at the OB Curtis WTP.																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$516,200.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0101-902-6485																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**Council Agenda Item Memorandum**

To: Mayor, Chokwe Antar Lumumba  
From: Robert K. Miller, Director of Public Works  
Date: August 15, 2019



**Agenda Item:**

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0101.**

**Purpose:** Water Infrastructure Repair  
**Cost:** \$516,200.00  
**Project/Contract Type:** Raw Water Screens, Sluice Gates and Finished Water Control  
**Funding Source:** Fund 32/ SRF Loan  
**Schedule/Time:** October 2019  
**DPW Manager:** Charles Williams Jr., PE, PhD/Mary Carter

**Background:**

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Hemphill Construction Company for the OB Curtis Water Treatment Plant Raw Water Screens, Sluice Gates and Finished Water Control, Valve Installation Project. The purpose of is this project is replace the existing raw water screens, sluice gates, and finished water control. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
8/26/19

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE O.B. CURTIS WATER TREATMENT PLANT RAW WATER SCREENS, SLUICE GATES, AND FINISHED WATER CONTROL, VALVE INSTALLATION PROJECT, CITY PROJECT NUMBER 19B101** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, Legal Counsel 

  
\_\_\_\_\_  
DATE



Mauricka McKenzie, Sr., P.E.  
President

August 14, 2019  
Cornerstone Engineering Project No. 19-01

Charles Williams, P.E., PhD, City Engineer  
Department of Public Works  
City of Jackson, Mississippi  
200 South President Street  
Jackson, MS 39201

REFERENCE: **BID EVALUATION**  
**PROPOSED OB CURTIS WATER TREATMENT PLANT RAW WATER**  
**SCREENS, SLUICE GATES AND FINISHED WATER CONTROL VALVE**  
**INSTALLATION PROJECT**  
**CITY OF JACKSON**

Dear Dr. Williams:

As you are aware, on August 13, 2019, two (2) bids were received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and have found the following:

The apparent lowest bid was received in the amount of \$516,200.00 from Hemphill Construction Company, Inc. and no errors were found in their bid tabulation. Also, Hemphill Construction has MBE/FBE participation of 3.76% noted in their bid. The second bid was received from Delta Constructors, Inc. in the amount of \$650,000.00. Delta Constructors, Inc. has MBE/FBE participation of 17.3% noted in their bid.

Our engineer's budget estimate for the project was \$600,000.00 for the construction budget. Hemphill Construction Company, Inc.'s proposal is within projected construction estimate. We recommend the City of Jackson award the proposed construction contract to Hemphill Construction Company, Inc. at the next City Council meeting.

The final official bid tabulation is included in Attachment A. Please let us know of your decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

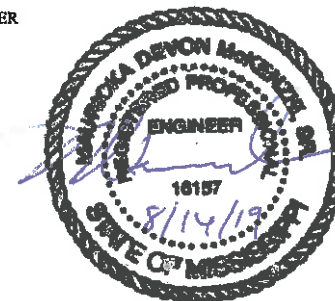
Sincerely,

Mauricka McKenzie, Sr., P.E.  
Principal Engineer

Cc: Mary Carter, Deputy Public Works Director

BID TABULATION						Apparent Low Bidder #1 Hemphill Construction Company, INC.		Apparent Low Bidder #2 Delta Constructors, Inc	
Proposed OB Curtis WTP Raw Water Screens, Sluice Gates and Finished Water Pump Control Valve Installation Project									
SRF # DWI-L250008-01, Contract #4 (City Project #19B0101.902)						Bidder's Original Price		Bidder's Price	
Item Sched.	Item No.	Item Description	Estimated Quantity	Unit Description	Unit Price	Total Price (Estimated Quantity x Unit Price)	Unit Price	Total Price (Quantity x Subtotal)	
A	1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 27,750.00	\$ 27,750.00	
A	2	Removal and Disposal of Existing Raw Water Screens	1	LS	\$ 44,100.00	\$ 44,100.00	\$ 64,070.00	\$ 64,070.00	
A	3	Reinstall Electrical Connections	1	LS	\$ 3,400.00	\$ 3,400.00	\$ 4,480.00	\$ 4,480.00	
A	4	Install Raw Water Screen (for Complete Rebuild)	2	EA	\$ 37,725.00	\$ 75,450.00	\$ 50,000.00	\$ 100,000.00	
A	5	Provide and Install Bottom U - Shaped Wear Bar and Bottom Seals for Both Screens	1	LS	\$ 7,180.00	\$ 7,180.00	\$ 9,500.00	\$ 9,500.00	
A	6	Demobilization	1	LS	\$ 2,600.00	\$ 2,600.00	\$ 3,400.00	\$ 3,400.00	
A	7	Install New Control Panels	2	EA	\$ 19,600.00	\$ 39,200.00	\$ 25,800.00	\$ 51,600.00	
A	8	Provide Complete Lot (See Appendix I) and Install Lower Screen Replacement Parts for Both Units	1	LS	\$ 106,485.00	\$ 106,485.00	\$ 140,500.00	\$ 140,500.00	
A	9	Provide 3 Weeks of Field Service Supervision by a Microscreen Manufacturer's Representative During Installation	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 68,500.00	\$ 68,500.00	
A	10	Allowance (For Unforeseen Parts and Adjustments to the System)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
B	1	Remove Existing Sluice Gates	1	LS	\$ 11,960.00	\$ 11,960.00	\$ 15,800.00	\$ 15,800.00	
B	2	Install New Sluice Gates, Stems, Stem Guides, Pedestal and City Gates Mechanism (Labor Only)	3	EA	\$ 4,520.00	\$ 13,560.00	\$ 6,000.00	\$ 18,000.00	
B	3	Install Pedestals and Lift Gate Mechanism at Ross Barnett Reservoir Intake Structure	5	EA	\$ 950.00	\$ 4,750.00	\$ 1,250.00	\$ 6,250.00	
B	4	Perform Structural Repair of Sluice Gate (72") Concrete Support	1	LS	\$ 26,200.00	\$ 26,200.00	\$ 34,500.00	\$ 34,500.00	
B	5	Allowance (For Unforeseen adjustments to the system, etc.)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
C	1	Remove and Dispose Existing Gearbox (HSP #2)	1	LS	\$ 1,235.00	\$ 1,235.00	\$ 1,650.00	\$ 1,650.00	
C	2	Install New Gearbox (HSP #2)	1	EA	\$ 3,080.00	\$ 3,080.00	\$ 4,000.00	\$ 4,000.00	
C	3	Allowance (For Unforeseen Parts and Adjustment To The System)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
<b>TOTAL BASE BID:</b>							\$ 516,200.00	\$ 650,000.00	

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON AUGUST 13, 2019 FOR PROPOSED OB CURTIS WATER TREATMENT RAW WATER SCREENS, SLUICE GATES AND FINISHED WATER CONTROL VALVE INSTALLATION PROJECT



**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0105.**

OFFICE OF THE CITY ATTORNEY  
SEP 26 2019

**WHEREAS**, on August 6, 2019, the City of Jackson received two sealed bids for the OB Curtis Water Treatment Plant Membrane Filter System Installation Project, City Project No.19B0105; and

**WHEREAS**, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,248,560.00, was the lowest and best bid received and met specifications; and

**WHEREAS**, the Department of Public Works recommends that the City accept the bid of Hemphill Construction Company, Inc. as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of Hemphill Construction Company, Inc, in the amount of \$1,248,560.00, is accepted in accordance with the City’s Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

**ITEM #**

#39

**DATE:**

9-3-19

**BY:**

**WILLIAMS, CARTER, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**August 13, 2019**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0105.</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents and businesses in within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Water Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located at the OB Curtis WTP.																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	\$1,248,560.00																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0105-906-6485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba

From: Robert K. Miller, Director of Public Works



Date: August 13, 2019

### Agenda Item:

**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE OB CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT, CITY PROJECT NUMBER 19B0105.**

<b>Purpose:</b>	Water Infrastructure Repair
<b>Cost:</b>	\$1,248,560
<b>Project/Contract Type:</b>	Membrane Filter System Installation
<b>Funding Source:</b>	Fund 32/ SRF Loan
<b>Schedule/Time:</b>	October 2019
<b>DPW Manager:</b>	Charles Williams Jr., PE, PhD/Mary Carter

### Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a contract with Hemphill Construction Company for the OB Curtis Water Treatment Plant Membrane Filter System Project. The purpose of is this project is replace the existing membrane filter system. This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

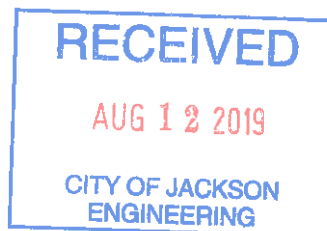




Mauricka McKenzie, Sr., P.E.  
President

August 8, 2019  
Cornerstone Engineering Project No. 19-14

Charles Williams, PE, PhD, City Engineer  
Department of Public Works  
City of Jackson, Mississippi  
200 South President Street  
Jackson, MS 39201



REFERENCE: **BID EVALUATION**  
**PROPOSED OB CURTIS WATER TREATMENT PLANT MEMBRANE**  
**FILTER SYSTEM INSTALLATION PROJECT**  
**CITY OF JACKSON**

Dear Dr. Williams:

As you are aware, on August 6<sup>th</sup>, 2019, two (2) bids were received and opened for the above referenced project. The original proposals were retained by the city for filing and a copy was given to our firm for checking. We have evaluated the bids and have found the following:

The apparent lowest bid was received in the amount of \$1,248,560.00 from Hemphill Construction Company, Inc. and no errors were found in their bid tabulation. Also, Hemphill Construction has MBE/WBE participation of 21% noted in their bid. The second bid was received from T. L. Wallace Construction, Inc. in the amount of \$1,318,425.00. T. L. Wallace had no MBE/WBE participation noted in their bid and requested a EBO plan waiver.

Our engineer's budget estimate for the project was \$1,100,000 for the construction budget. Hemphill Construction Company, Inc.'s proposal is a little over our projected construction estimate. If additional funds are available to add to the project budget, we recommend the City of Jackson award the proposed construction contract to Hemphill Construction Company, Inc. at the next City Council meeting.

The final official bid tabulation is included in Attachment A. Please let us know of your decision at your earliest convenience so we may prepare the contract documents for execution. Please call if you or your staff have any questions.

Sincerely,

CORNERSTONE ENGINEERING, LLC

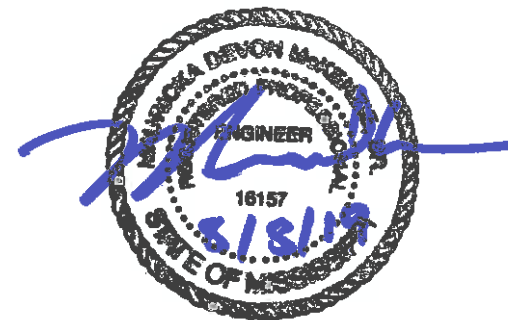
Mauricka McKenzie, Sr., P.E.  
Principal Engineer

Cc: Robert K. Miller, Director  
Mary Carter, Deputy Public Works Director

710 Northside Drive, Suite A ♦ Clinton, Mississippi 39056 ♦ Office: 601-473-2403 ♦ Fax: 601-861-4929  
Mobile: 601-941-9599 ♦ Email: mmckenzie@cornerstoneengllc.com ♦ www.cornerstoneengllc.net

<b>BID TABULATION</b>						Apparent Low Bidder #1 Hemphill Construction Company, INC.		Apparent Low Bidder #2 T. L. Wallace Construction, INC.	
Proposed OB Curtis WTP Membrane Filter System Installation Project									
SRF Contract #2 (City Project #19B0105-0906)						Bidder's Original Price		Bidder's Price	
Item Sched.	Item No.	Item Description	Estimated Quantity	Unit Description	Unit Price	Total Price (Estimated Quantity x Unit Price)	Unit Price	Total Price (Quantity x Subtotal)	
A	1	Mobilization/Demobilization	1	L.S.	\$ 15,800.00	\$ 15,800.00	\$ 34,650.00	\$ 34,650.00	
A	2	Clean and Prepare Existing Membrane Train #6 Basin	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 17,250.00	\$ 17,250.00	
A	3	Supply and Install Membrane Train #6 Cassettes for Complete Installation	1	L.S.	\$1,013,760.00	\$ 1,013,760.00	\$1,043,225.00	\$ 1,043,225.00	
A	4	Rehabilitate Membrane Train #5 Fibers (Approximately 15% of the train fibers need repair and replacement)	1	L.S.	\$ 165,000.00	\$ 165,000.00	\$ 180,100.00	\$ 180,100.00	
A	5	Disposal of Fiber Membrane Waste	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 15,500.00	\$ 15,500.00	
A	6	Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	
A	7	Electrical and Control Modifications	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	
A	8	Allowance (Adjustments, Unforeseen Conflicts and Additional Fiber Repairs, etc)	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
<b>TOTAL BASE BID:</b>							<b>\$ 1,248,560.00</b>	<b>\$ 1,318,425.00</b>	

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS RECEIVED AT 3:30 P.M. ON AUGUST 6, 2019 FOR PROPOSED OB CURTIS WATER TREATMENT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT



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  
8/26/19

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE FILTER SYSTEM INSTALLATION PROJECT, CITY PROJECT NO. 19B0105** is legally sufficient for placement in NOVUS Agenda.



**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*



8/26/19  
DATE

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OFFICE OF THE CITY ATTORNEY  
26-2019

**ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH AJA MANAGEMENT & TECHNICAL SERVICES TO DEVELOP A STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN FOR THE CITY OF JACKSON**

**WHEREAS**, the Department of Public Works desires to have professional engineering, planning and technical services to develop a Strategic Capital Infrastructure Improvement Plan for the City of Jackson, Mississippi; and

**WHEREAS**, AJA Management & Technical Services, has submitted a proposal based on its experience and qualifications to provide the City of Jackson with strategic capital infrastructure plan at a cost not to exceed \$450,000.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson enter into a Professional Engineering, Planning and Technical Services Agreement with AJA Management & Technical Services, in an amount not to exceed \$450,000.00.

**IT IS, THEREFORE, ORDERED** that a Professional Engineering, Planning and Technical Services agreement with AJA Management & Technical Services, in an amount not to exceed \$450,000.00 is accepted.

ITEM #           #40            
DATE:           9-3-19            
BY: **WILLIAMS, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**August 16, 2019**

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH AJA MANAGEMENT &amp; TECHNICAL SERVICES TO DEVELOP A STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN FOR THE CITY OF JACKSON</b>	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.	
3.	<b>Who will be affected</b>	All residents of the City of Jackson	
4.	<b>Benefits</b>	Strategic Capital Infrastructure Improvements	
5.	<b>Schedule (beginning date)</b>	When contracts are executed.	
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide	
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	<b>COST</b>	Professional Engineering, Planning, and Technical Services \$450,000.00	
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	1% Sales Tax Commission 173-45190-9B40159016419	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	<b>WAIVER</b> yes ___ no ___ N/A ___ <b>WAIVER</b> yes ___ no ___ N/A ___ <b>WAIVER</b> yes ___ no ___ N/A ___ <b>WAIVER</b> yes ___ no ___ N/A ___ <b>WAIVER</b> yes ___ no ___ N/A ___

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Robert K. Miller, Director  
Public Works Department



Date: August 16, 2019

### **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH AJA MANAGEMENT & TECHNICAL SERVICES TO DEVELOP A STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN FOR THE CITY OF JACKSON**

#### **Background:**

Attached you will find an item for the City Council Agenda requesting authority to enter into a professional engineering, planning and technical services agreement with AJA Management & Technical Services to develop a Strategic Capital Infrastructure Improvement Plan for the City of Jackson. The City is in need of strategic capital infrastructure plan to help define and prioritize capital infrastructure improvement projects. City staff has reviewed the scope of services, and recommends AJA Management & Technical Services, based on their firm's qualifications and experience to perform professional engineering, planning technical services.

It is the recommendation of this office that this professional agreement with AJA Management and Technical Services is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING AN ENGINEERING SERVICES AGREEMENT WITH AJA MANAGEMENT & TECHNICAL SERVICES TO DEVELOP A STRATEGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
**Timothy Howard**, *City Attorney*

**Terry Williamson**, *Legal Counsel* 

8/20/19  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
8-20-2019



# AJA Management & Technical Services

Jackson • Atlanta • New Orleans

July 11, 2019

Mr. Robert K. Miller  
Director of Public Works  
City of Jackson, MS  
200 South President Street  
Jackson, Mississippi 39205

Dear Mr. Miller,

Subject: Strategic Capital Infrastructure Improvement Plan

As requested, our Team has developed a professional Engineering and Planning Services Agreement for the Scope of Work provided, to develop a Strategic Capital Infrastructure Improvement Plan for the City of Jackson.

Our Team offers the services of three Jackson-based firms – AJA Management & Technical Services, Inc., Neel – Schaffer, Inc. and SOL Engineering Services, LLC.

Our Team brings together the most experienced and capable professionals who have an intimate knowledge of the City of Jackson's current infrastructure needs.

Our Team will be led by AJA Management & Technical Services, Inc with Neel – Shaffer, Inc. and SOL Engineers, LLC assuming equally supporting roles as subconsultants in developing the Plan.

Attached for your review is our proposed Professional Services Agreement including the proposed Scope of Work, Compensation and Schedule.

Please feel free to call me or any of our Team Members if you have any questions or require additional information.

Sincerely,



Andrew Jenkins, President

AJA Management & Technical Services, Inc.

Cc: Mayor Chokwe Antar Lumumba  
Hibbett Neel  
Keith O'Keefe  
Willie O'Neal  
Dr. Charles Williams

- Program Management
- Construction Management
- Project Administration
- Quality Assurance Inspections
- Public Involvement
- Construction Management at Risk
- General Construction
- Right-of-Way Acquisition
- Environmental Assessments
- MBE/DBE Outreach



**AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
AJA MANAGEMENT & TECHNICAL SERVICES, INC.  
FOR THE CITY OF JACKSON, MISSISSIPPI  
STRATERGIC CAPITAL INFRASTRUCTURE IMPROVEMENT PLAN**

THIS AGREEMENT made this \_\_\_\_ day of July, 20\_\_\_\_ by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, which may be notified under this Agreement through its Mayor at City Hall, 200 South President Street, Jackson, Mississippi 39201 or by mail at Post Office Box 17, Jackson, Mississippi 39205-0017, and hereinafter called **OWNER**, and **AJA Management & Technical Services, Inc.** having its principal place of business at 912 North West Street, Jackson, Mississippi 39202 and mailing address of 912 North West Street, Jackson, Mississippi 39202, and hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** desires to have civil engineering and planning services for the development of a new Citywide Strategic Capital Infrastructure Improvement Plan;

WHEREAS, the **OWNER** has decided to retain professional engineering, planning and technical services for the data research and analysis, prioritization methodology, individual project scopes, cost estimating, budget development and communication phases of the PROJECT;

WHEREAS, the **ENGINEER** is willing to render such professional engineering and planning services for the consideration and upon the terms hereinafter stated;

WHEREAS, the subconsultants for the PROJECT will be Neel-Schaffer, Inc. and SOL Engineering Services, LLC are acceptable to the **OWNER**, and other subconsultants may be added that are acceptable to the **OWNER**;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 – SERVICES TO BE PROVIDED**

The services to be provided under this Agreement consist of providing professional engineering, planning and technical services for the PROJECT described herein. The following exhibits are attached to and made part of this Agreement:

- (1) Exhibit A: "Scope of Work."
- (2) Exhibit B: "Scope of Engineering Services."

- (3) Exhibit C: "Compensation for Professional Services."
- (4) Exhibit D: "Schedule of Work."

## **SECTION 2 – BASIC ENGINEERING, PLANNING AND TECHNICAL SERVICES**

- A. The **ENGINEER** shall provide professional engineering, planning and technical services for the Citywide Strategic Capital Infrastructure Improvement Plan. These services shall include customary civil engineering and other services required for the detailed design of the improvements.
- B. By executing this Agreement, the **OWNER** authorizes the **ENGINEER** to provide services for Task 1 through Task 7 in accordance with the work described in Exhibits A and B. The Director of Public Works as the representative of the **OWNER** may approve task orders for the **ENGINEER** under this Agreement up to the not to exceed limit shown in Exhibit C. **OWNER** shall compensate the **ENGINEER** for these services in accordance with the provisions of Exhibit C of this Agreement. The **ENGINEER** agrees to perform the work in accordance with the time schedule in Exhibit D.

## **SECTION 3—ADDITIONAL SERVICES BY ENGINEER**

The **OWNER** may require the **ENGINEER** by specific written authorization approved by the governing authorities, to provide or have performed by qualified persons or firms, any additional services which are not list in Exhibit A or B. The cost or these additional services shall be borne by the **OWNER** as separate elements of costs in addition to fees provided in Exhibit C.

## **SECTION 4 – SERVICES TO BE PROVIDED BY THE OWNER**

The **OWNER**, at no cost to the **ENGINEER**, agrees to furnish the following services:

- A. Provide criteria and information as to the **OWNER's** design requirements for the work to be performed under the Agreement including design objectives and constraints; space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the **OWNER** will require to be included in the project descriptions and cost estimates..
- B. Assist the **ENGINEER** by placing at his disposal available information pertinent to the work including previous reports, surveys, drawings and other data relative to design or construction of the work.
- C. Furnish to the **ENGINEER**, as required for performance of the **ENGINEER'S** services, the results of available laboratory tests, inspections, exploration studies, of other special data not covered in Exhibits A and B.

- D. Arrange for access to and make provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specification, and proposals and other documents presented by the **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **ENGINEER** included under this Agreement.
- F. Designate in writing a person to act as the **OWNER'S** representative with respect to the Services to be rendered under this Agreement.
- G. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of the developments that affect the scope or timing of the **ENGINEER'S** services.

#### SECTION 5 –TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the **ENGINEER'S** services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the Data Research and Analysis, Prioritization Methodology, Project Scope Development, Cost Estimating and Budget Development and Priority Plan Development phases as outlined in Exhibits A and B.
- B. If the **OWNER** requests, in writing, modifications or changes in the scope of work, or if the initiation of work or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the **ENGINEER**, the **ENGINEER'S** period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon, provided any delay occasioned by the **OWNER** exceeds six (6) months.
- C. If the **ENGINEER** fails to perform the work with such diligence as will ensure completion within the time specified in Exhibit D, this Agreement may be terminated by the **OWNER** for cause in accordance with Section 7.

#### SECTION 6- INSURANCE

In carrying out the work herein proposed, the **ENGINEER** and **subconsultants** will maintain, at a minimum, the following insurance coverage:

- 1) Commercial general liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.
- 2) Automobile liability insurance with limits of at least \$1,000,000.00/\$1,000,000.00 for bodily injury and \$1,000,000.00/\$1,000,000.00 for property damage.

- 3) Workers' Compensation insurance in the statutorily required amount.
- 4) Professional liability insurance in an amount not less than **\$1,000,000.00**. This liability insurance shall remain in force from the contract date until the completion of the one-year construction warranty period.

**ENGINEER** shall provide a certificate of insurance evidencing the above insurance coverage before commencement of work, but this action will not relieve **ENGINEER** of its obligation to obtain such insurance. Upon **OWNER'S** request, **ENGINEER** shall provide copies of such policies, but this action will not relieve the **ENGINEER** of its obligation to obtain such insurance and keep such insurance in force throughout the period of work.

## **SECTION 7 – PAYMENT FOR SERVICES**

- A. **Method of Payment for Services and Expenses of ENGINEER.** The **OWNER** shall pay the **ENGINEER** for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation Rates for Professional Services." **OWNER** will pay invoices within forty-five (45) days of receipt and in accordance with Section 31-7-305 of the Mississippi Code of 1972, as amended.
- B. **Notice to Proceed.** The **ENGINEER** shall not proceed with any work until it has received from the **OWNER** a written Notice to Proceed. The **ENGINEER** shall commence work immediately upon receipt of the Notice to Proceed.
- C. **Termination or Suspension.** This Agreement may be terminated in whole or part at any time for the **OWNER'S** convenience by giving the **ENGINEER** written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated for convenience, the **ENGINEER** shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The **OWNER** shall not be liable to the **ENGINEER** under this Agreement beyond the date of termination. All work completed by the **ENGINEER** as of the date of termination will be delivered to the **OWNER** within ten (10) working days after termination.

**OWNER** may terminate this Agreement for cause due to the failure of the **ENGINEER** to comply with the terms, progress, or quality of the work in a manner satisfactory to the **OWNER** by giving the **ENGINEER** written notice of noncompliance with the terms of this Agreement. **ENGINEER** shall immediately take all actions necessary to come into compliance with the requirements of this Agreement. If **ENGINEER** shall fail to come into compliance within fourteen (14) days of receipt of the notice of noncompliance, this Agreement is terminated. The **OWNER** shall not be liable to the **ENGINEER** under this Agreement beyond the date of termination.

**OWNER** may suspend work under this Agreement by giving the **ENGINEER** written notice of suspension of this Agreement. **OWNER** may resume work by giving the **ENGINEER** written notice to resume the work of the Agreement. Upon receipt of

such notice to resume, **ENGINEER** shall resume work as expeditiously as possible, but no later than seven days following receipt of the notice. **OWNER** agrees to negotiate the rate of compensation and expenses, either up or down, which results from the suspension, if said suspension exceeds six months. Otherwise, **ENGINEER** shall perform the work of this Agreement under the existing rates of compensation and expense.

## **SECTION 8 – PERSONNEL AND FACILITIES**

- A. The **ENGINEER** warrants that it now has or will secure at its own expense, all personnel, equipment, and other materials and supplies required to perform the services under this Agreement within the required completion times referenced in Section 5 above. Such personnel shall not be employees of, nor have any contractual relationship with, the **OWNER**. All personnel assigned to work shall be fully qualified. The **ENGINEER** shall, upon request, provide to the **OWNER** résumés of all key personnel assigned to the work to be performed under this Agreement.
- B. All subcontractors and personnel to be utilized by the **ENGINEER** in the performance of the work under this Agreement shall be subject to written approval by the **OWNER**. The **ENGINEER** shall comply with the requirements of the City of Jackson Equal Opportunity (EBO) Ordinance.
- C. The City of Jackson, Mississippi (“City of Jackson”) is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

## **SECTION 9 – AUTHORIZED REPRESENTATIVE OF THE ENGINEER**

Andrew Jenkins, Principal, President is authorized to receive direction from the **OWNER** and to act on behalf of the **ENGINEER** for this agreement.

## **SECTION 10—OWNERSHIP OF INSTRUMENTS OF SERVICE**

**OWNER** acknowledges the **ENGINEER’s** documents as instruments of professional engineering services. Nevertheless, the planning documents prepared under this Agreement shall become the property of the **OWNER** upon completion of the work and payment in full of all monies due to the **ENGINEER** under this Agreement. The **OWNER** shall not reuse or make any modification to the documents without the prior written notification to the **ENGINEER**.

## **SECTION 11—RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

**ENGINEER** will indemnify and save harmless the **OWNER**, its officers, and employees from negligent acts, errors, or omissions of the **ENGINEER**, its employees, agents, or servants, that results in the personal injury, damage to property, or death of any party or

third party. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each party shall bear the portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) that caused the personal injury, property damage, or death.

#### **SECTION 12—THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a claim in favor of a third party against either the **OWNER** or the **ENGINEER**. **ENGINEER's** services under this agreement are being performed solely for the **OWNER's** benefit and no other entity shall have any claim against the **ENGINEER** because of this Agreement or the performance or non-performance of services hereunder.

#### **SECTION 13—ACCOUNTING SYSTEMS**

The **ENGINEER** shall maintain an accounting system that accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER'S** accounts within three (3) years from the date such services were performed or paid, whichever is later, which relate to services provided under this Agreement.

#### **SECTION 14—CHANGES TO AGREEMENT**

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties. The parties acknowledge and accept that the **OWNER** may execute any such amendment only upon official authorization first duly obtained from **OWNER's** governing authorities.

#### **SECTION 15—FEDERAL FUNDING**

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

#### **SECTION 16—CONSTRUCTION COST AND OPINIONS OF COST**

Since the **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinion of probable construction costs is to be made on the basis of its experience and qualifications and represents its best judgment as an experienced and qualified professional engineer. Its opinion of construction costs does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by the **ENGINEER**.

#### **SECTION 17—THE EQUAL BUSINESS OPPORTUNITY CLAUSE**

- A. **ENGINEER** agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this agreement, and shall take the following actions as part of its good faith efforts:
- a. Notification to MBEs and FBEs that the **ENGINEER** has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  - b. Maintenance by the **ENGINEER** of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  - c. Dissemination of the **ENGINEER's** EBO policy externally by informing and discussing it with all management and technical assistance sources, by advertising in news media, and by notifying and discussing it with all subcontractors and suppliers.
  - d. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE **ENGINEER** organizations, MBE and FBE assistance organizations.
  - e. Sub-division of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  - f. Increasing where possible the number of aggregate purchase items to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  - g. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  - h. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the last day of each month following the award of the work set forth in this agreement.
- B. The **ENGINEER** further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
- a. Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the **ENGINEER** is in compliance;
  - b. Withholding of all future payments under the involved project until it is determined that the **ENGINEER** is in compliance.

- c. Refusal of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the **ENGINEER** demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
- d. Cancellation of the eligible project.

## **SECTION 18 - CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. **ENGINEER** acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, **ENGINEER** agrees to the following terms in the conduct of its business relationship with **OWNER**:
  - 1. **ENGINEER** shall not undertake to provide engineering services to a client other than **OWNER** if the relationship with the other client will be directly adverse to the interests of **OWNER**, unless **ENGINEER** first consults with and receives the written authorization of **OWNER**.
  - 2. **ENGINEER** shall not share or otherwise make use of any information relating to the engineering services provided to **OWNER** or any information obtained through its relationship with **OWNER** without the first obtaining the authorization of **OWNER**. It is the intention of the **OWNER** that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that **ENGINEER** fails in any of its obligations under subsection A., **OWNER** may take one or more of the following actions to protect its interests:
  - 1. Suspend the performance of the agreement until **ENGINEER** provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2. Terminate this Agreement upon giving three days written notice of **ENGINEER**'s failure to adhere to the terms of subsection A.;
  - 3. Debar **ENGINEER** from future work for **OWNER** for a period of not less than 6 months. **ENGINEER** shall not circumvent debarment by performing such future work as a sub-consultant for another **ENGINEER**.
  - 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. **ENGINEER** shall include in every subcontract identical language to this Section 18 and **ENGINEER** shall be responsible enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject **ENGINEER** to the remedies available to **OWNER** for **ENGINEER**'s failure to adhere to the requirements of this Section.



## **SECTION 19—HAZARDOUS MATERIALS**

When hazardous materials are known, assumed, or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of its personnel, to comply with the applicable laws and regulations, and to follow procedures prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if it has actual knowledge that hazardous materials exist at the project site, it will inform the **ENGINEER** in writing prior to initiating services under this Agreement. Hazardous materials may exist at a site where there is no reason to suspect they could be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of work, suspension of services, or termination of services. **ENGINEER** agrees to notify the **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

## **SECTION 20—SUCCESSORS AND ASSIGNS**

**OWNER** and **ENGINEER** each bind itself, partners, successors, administrators, and assigns to this Agreement, and to the partners, successors, administrators, and assigns of each other party in respect of all of the covenants of this Agreement.

## **SECTION 21—NOTICES**

All notices, requests, demands, or other communications required by this Agreement or desired to be given or made by either of the parties to the other shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth above in this Agreement. The parties may designate such other address at which they wish to receive notice by designating the new address in a notice given in the manner provided in this section.

**SECTION 22—FORCE MAJEURE** A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement as a result of inability to perform caused by one or more of the previously listed occurrences.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the Section.

## **SECTION 23—SEVERABILITY**

If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by decision of any court of competent jurisdiction, which determination is not appealable or is not appealed, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

**SECTION 24—FURTHER ASSURANCES**

The parties to this Agreement covenant and agree that each shall, upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed all such further and other lawful acts, deeds, things, devices, and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

**SECTION 25 – ACCEPTANCE**

**IN WITNESS WHEREOF**, the **OWNER** and the **ENGINEER**, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

City of Jackson, Mississippi

AJA Management & Technical Services, Inc.

\_\_\_\_\_  
Chokwe Antar Lumumba, Mayor

\_\_\_\_\_  
Andrew Jenkins, Principal

ATTEST:  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk

## Exhibit A – Scope of Work

Provide Professional Engineering, Planning and Technical Services to the Department of Public Works and the One Percent Municipal Sales Tax Commission for the development of a Strategic Capital Infrastructure Improvement Plan

## Exhibit B

### Scope of Engineering, Planning and Technical Services

#### Task 1. Data Research and Analysis

1. Identify all relevant documentation available, gather and analyze for the basis of determining the critical needs that should be prioritized and addressed.
  - A. Collect from the city and review current and previously prepared plans, studies and other reports and proposals concerning infrastructure improvements which includes water system distribution master plan update; sanitary sewer consent decree information relating to collection lines; storm drainage master plan; and a street condition survey.
  - B. Collect information from the city's 311 system for public reporting of infrastructure problems such as water line breaks, potholes, etc.
  - C. Collect information relating to sanitary sewer overflows and collapsed sewer lines using the city's Active Sewer List
  - D. Collect list of projects approved and adopted and projects that have been "defunded" by 1 % Sales Tax Commission
  - E. Collect list of projects identified in CCID Master Plan
  - F. Develop electronic mapping of infrastructure showing:
    - i. Projects planned and approved (1 % Sales Tax, LPA, CCID, other city projects)
    - ii. Water and sewer line breaks
    - iii. Street functional classifications and condition survey information
    - iv. Storm drainage deficiencies
    - v. Ward lines
    - vi. Upload data collected into a Strategic Capitol Infrastructure Plan database
  - G. Conduct field review to include tour of areas with designated constituents as deemed by the City of Jackson, MS (COJ)
  - H. Analyze findings from gathered documents and field review
  - I. After reviewing the data collected, conduct a work session with the COJ public works staff to further identify infrastructure problems and issues
  - J. Prepare a report of findings for submittal to the COJ

## Task 2. Prioritization Methodology

2. Develop methodology for prioritizing and scheduling of recommended improvement projects to be included in the Strategic Capital Infrastructure Improvement Plan.
  - A. Based on data collected and the results of the work session with the COJ, develop a draft list of criteria and a methodology for prioritizing potential projects to be included in the SCIP for implementation for years 1 and 2, 3, 4 and 5.
  - B. Submit the draft criteria and methodology for project prioritization to the city for review. After the city reviews the draft, present the proposed criteria and methodology to the 1 % Sales Tax Commission for review and input. We would plan to discuss the approach at a work session or meeting of the Commission.
  - C. Revise draft document based on comments from the COJ and 1 % Sales Tax Commission and submit revised Prioritization Methodology to COJ.

## Task 3. Project Scope Development

3. Craft project descriptions which capture the breath and limits of the required work.
  - A. Conduct a work session with city public works staff to identify and develop scopes of work for potential projects using data collected during the Data Collection and Analysis phase. The scopes will consider planning, design, right-of-way acquisition, utility relocation and construction phases.
  - B. Conduct on-site reviews of potential projects as necessary to support data collection efforts in defining project scopes.
  - C. Prepare draft scopes for review by the city public works staff and 1% Sales Tax Commission.
  - D. Provide maps and exhibits of proposed projects.

## Task 4. Cost Estimating and Budget Development

4. Develop the opinion of cost for each project identified though the scope development.
  - A. Develop and update project costs based on the project scopes identified in Item 3 above.
  - B. Revise project costs after initial priority plan developed.

## Task 5. Develop Priority Plan

5. Document the prioritized projects in report format.
  - A. Using data collected, projects scopes and estimated costs, and the priority criteria and methodology agreed to by the COJ and 1% Sales Tax Commission, develop an initial draft of a project priorities for review by the city.
  - B. Revise the priority list including adjusting scopes of work and budgets.
  - C. Using data developed in paragraph (a) above, prepare a Two-Year CIP to guide capital and maintenance spending during FY 2019 - 2020. This will be a summary plan report, in tabular and graphic form with limited narrative, prioritizing a two-year program of capital projects and maintenance, repair, and replacement activities across transportation, water, wastewater, and stormwater systems.
  - D. Prepare a draft 3, 4- and 5-year CIP.
  - E. Submit the draft CIP to the city for review.
  - F. Submit the draft CIP to the 1% Sales Tax Commission for review.
  - G. Finalize the CIP upon concurrence by the city and 1% Sales Tax Commission.

## Task 6. Data Communication

6. Develop all communication materials
  - A. Develop materials for communication to include PowerPoint, reports, etc. required to effectively communicate with the city staff, city council, 1 % Sales Tax Commission and the public.

## Task 7. Consulting Services

7. Continuing and Additional Consulting Services
  - A. Update the CIP annually to reflect progress and address any needed changes.
  - B. Review and consider additional or revised project scopes and opinions of cost.
  - C. Attend 1% Sales Tax Commission meetings and project planning meetings with the city as needed.

D. Perform any other assigned duties related to the Strategic Capital Infrastructure Improvement Plan.

## Exhibit C

### Compensation Rates for Professional Services

AJA Management & Technical Services, Inc. proposes to provide these services on a time and materials basis for an estimated fee of **\$450,000.00**, based on our 2019 hourly rate schedule as defined in this Exhibit and the individual Rate Schedules of our respective Sub-consultants as herein defined.

If additional services outside this scope of services, as identified above, are required (and authorized by you in writing), the cost will be based on the attached *2019 Rate Schedule* as detailed below in this Exhibit.

#### AJA MANAGEMENT & TECHNICAL SERVICES, INC. 2019 BILLING RATES

##### EMPLOYEE CATEGORY

Principal	\$245.00	Per Hour
Sr Group Manager	\$217.00	Per Hour
Group Manager	\$202.00	Per Hour
Sr Project Manager	\$195.00	Per Hour
Project Manager	\$170.00	Per Hour
Sr Project Engineer	\$163.00	Per Hour
Project Engineer	\$140.00	Per Hour
Engineer Intern	\$73.00	Per Hour
Graduate Engineer	\$115.00	Per Hour
Program Coordinator	\$170.00	Per Hour
Architect	\$153.00	Per Hour
Project Controls	\$120.00	Per Hour
Grant Manager	\$131.00	Per Hour
Grant Specialist	\$104.00	Per Hour
GIS Manager	\$131.00	Per Hour
Senior Designer	\$137.00	Per Hour
Engineering Technician	\$82.00	Per Hour
Engineering Technician II	\$106.00	Per Hour
GIS Analyst	\$98.00	Per Hour
GIS Analyst Intern	\$58.00	Per Hour
Junior Planner	\$98.00	Per Hour
Engineer Assistant I	\$66.00	Per Hour
Engineer Assistant II	\$73.00	Per Hour
FOG Inspector Manager	\$73.00	Per Hour
Fog Inspector	\$66.00	Per Hour
Administrative I	\$55.00	Per Hour
Administrative II	\$82.00	Per Hour



Marketing Coordinator		\$115.00	Per Hour
CADD/GIS/Survey Technician I		\$93.00	Per Hour
CADD/GIS/Survey Technician II		\$106.00	Per Hour
CADD/GIS/Survey Technician III		\$126.00	Per Hour
Construction Manager		\$170.00	Per Hour
SEP Construction Coordinator		\$70.00	Per Hour
Construction Rep I		\$104.00	Per Hour
Construction Rep II		\$126.00	Per Hour
IT Director		\$137.00	Per Hour
P C Technician		\$55.00	Per Hour
Surveying Manager		\$131.00	Per Hour
Professional Land Surveyor		\$104.00	Per Hour
Survey Supervisor		\$126.00	Per Hour
Survey Crew*			
One Man Robotic Total Station/GPS Crew		\$120.00	Per Hour
Two Man		\$148.00	Per Hour
Three Man		\$191.00	Per Hour
Cadd/GIS Equipment		\$22.00	Per Hour
Four Wheeler		\$33.00	Per Hour
IRS Current Standard Mileage Rate		Actual	Per Mile
<b>REIMBURSABLE EXPENSES</b>			Actual Expense + 10%
PHOTOCOPIES			
Copiers			
Black & White		\$0.15	Per Copy
		\$0.25	Per Copy
		\$0.30	Per Copy
Color		\$1.10	Per Copy
Plotters**			
Black & White		\$4.00	Per Copy
		\$4.50	Per Copy
		\$9.00	Per Copy
		\$18.00	Per Copy
Color		\$15.60	Per Copy
		\$18.00	Per Copy
		\$36.00	Per Copy
		\$72.00	Per Copy

*\* Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*

*\*\*Oversized or odd sized plots are billed at \$0.25/sq ft for black & white, and \$1.00.sq ft for color.*

**Per Diem:**

*When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of \$90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of \$150 per day per person.*

**Travel Time:**

*Time required to travel to and from a project site will be billed at the normal hourly rates.*

***The stated rates are effective from January 1, 2018 through December 31, 2019. AJA, INC. reserves the right to adjust the hourly rates after December 31, 2019.***

## Exhibit D Schedule of Work

Task		Duration
0	Kick-Off Meeting	1 Day
1	Data Research and Analysis – N/S leading and Analyze Findings and prepare Summary Report with SOL and AJA Collecting and Reviewing Previous Plans and Studies for (Streets and Drainage) and (Sewer/Consent Decree), respectively	4 Wks.
2	Prioritization Methodology – AJA leading with input from Team and developing the draft criteria and methodology for review by the City and One Percent Commission	3 Wks.
3	Project Scope Development – SOL leading with input by N/S for water and AJA for sewer and Consent Decree with mapping support provided by N/S	4 Wks.
4	Cost Estimating and Budget Development – SOL leading with cost estimate for water developed by N/S and sewer/Consent Decree by AJA	3 Wks.
5	Develop Priority Plan – AJA leading with mapping and graphic support from N/S	5 Wks.
6	Data Communication – N/S leading	2 Wks.
7	Consulting Services – Team	Ongoing

OFFICE OF THE CITY ATTORNEY  
716-267-9929  
2019

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND FORDICE CONSTRUCTION COMPANY FOR THE CABANISS CIRCLE STREET AND DRAINAGE IMPROVEMENT PROJECT, CITY PROJECT NUMBER 17B5003.401. (WARD 4)**

**WHEREAS**, the City of Jackson entered into a construction contract with Fordice Construction Company, Inc, on April 2, 2019 for the Cabaniss Circle Street and Drainage Improvement Project in an amount not to exceed \$716,071.00; and

**WHEREAS**, the City of Jackson issued a notice to proceed for Fordice Construction Company, Inc, to start work on May 22, 2019; and

**WHEREAS**, the project has experienced delays due to several waterline breaks, utility relocations, and roadway repairs due to high volume soils; and

**WHEREAS**, Fordice Construction Company has requested a change order for compensation in amount not to exceed \$150,000.00 due to the unforeseen delays increasing the construction cost from \$716,071.00 to \$866,071.00; and

**WHEREAS**, the additional cost will cover expenses due to the following increases:

1. Excess Excavation
2. Additional Asphalt Tonnage for street resurfacing
3. Waterline Repair
4. Gas relocation
5. Sewer Main relocation & repair
6. Crushed Stone (Base Repairs)
7. Miscellaneous Street & Drainage Work

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Fordice Construction Company, for the Cabaniss Circle Street and Drainage Improvement Project, City Project Number 17B5003.401, increasing the contract amount by \$150,000.00.

ITEM #

#41

DATE:

9-3-19


BY:

WILLIAMS, MILLER, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**August 26, 2019**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND FORDICE CONSTRUCTION COMPANY FOR THE CABANISS CIRCLE STREET AND DRAINAGE IMPROVEMENT PROJECT, CITY PROJECT NUMBER 17B5003.401. (WARD 4)</b>
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	<b>Who will be affected</b>	Residents and businesses in Ward 4
4.	<b>Benefits</b>	Street & Drainage Improvements
5.	<b>Schedule (beginning date)</b>	This project will begin as soon as contracts are signed.
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	This project is located in Ward 4
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	<b>COST</b>	② \$866,071.00
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Fund 213 Account No. 213-451907B50034016485 Fund 214 Account No. 214-451907B50034016485
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A _____ AABE _____%      WAIVER    yes ___ no ___      N/A _____ WBE _____%      WAIVER    yes ___ no ___      N/A _____ HBE _____%      WAIVER    yes ___ no ___      N/A _____ NABE _____%      WAIVER    yes ___ no ___      N/A _____

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Robert K. Miller, Director   
Date: August 26, 2019  
RE: Cabaniss Circle Street and Drainage Improvements

### **Background:**

Attached, you will find an item authorizing the Mayor to execute change order No. 1 with Fordice Construction Company, for the Cabaniss Circle Street and Drainage Improvement Project. The project has experienced several unforeseen delays due to waterline breaks, gas relocation, and the existing road crumbling due to high volume clays. The contractor Fordice Construction Company is requesting additional compensation to address these issues. The City entered into an interlocal agreement with Hinds County for \$250,000.00 to assist with the improvements, and will help offset the additional cost. When completed the project will improve the narrow roadway, address the eroded shoulders, and improve the drainage capacity.

It is the recommendation of this office that change order No. 1 is approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney


455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39203-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1786

OFFICE OF THE CITY ATTORNEY  
8/26/19

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND FORDICE CONSTRUCTION COMPANY FOR THE CABANISS CIRCLE STREET AND DRAINAGE IMPROVEMENT PROJECT, CITY PROJECT NUMBER 17B5003.401 (WARD 4) is legally sufficient for placement in NOVUS Agenda.



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TIMOTHY C. HOWARD, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

8/26/19  

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DATE

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS  
3-26-19

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF MILL STREET IMPROVEMENT PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(001)LPA/107313, CITY PROJECT NUMBER 15B4008 (WARD 7)**

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc., for the Mill Street Improvement Project; and

**WHEREAS**, during construction, the City determined that there was sufficient federal funds available to add repaving and sidewalk work on an additional four blocks of Mill Street from Capitol Street to Amite Street and Fortification Street to Taft Street and to add pedestrian push buttons at the two replacement traffic signals at Amite Street and at Monument Street; and

**WHEREAS**, during construction, the Valmont Industries plant located in Valley, Nebraska, was flooded by the Platte River, with the flood resulting in a disaster declaration by the Governor of Nebraska and a delay in the manufacturing of traffic signal poles specified for the Mill Street project; and

**WHEREAS**, the proposed Supplemental Agreement #1 for the additional four blocks and the pedestrian push buttons adds four pay items to increase the contract cost by \$81,500.00 and adds 107 calendar days to the project time to account for delays due to the declared disaster caused by flooding at the Valmont plant on the Platte River in Nebraska.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1 to the contract of Hemphill Construction Company, Inc. for the construction of the Mill Street Improvement Project, Federal Aid Project Number STP-7261-00(001)LPA/107313, City Project Number 15B4008, increasing the contract cost by \$81,500.00 to a new contract amount of \$2,018,327.25 and increasing the contract time by 107 calendar days to 247 calendar days.

ITEM \_\_\_\_\_ #42  
AGENDA \_\_\_\_\_ 9-3-19  
BY: MILLER, WILLIAMS, R. LEE, LUMUMBA



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** August 22, 2019  
DATE

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute Supplemental Agreement #1 with Hemphill for the Mill Street Improvement Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Motorists, Bicyclists, and Pedestrians on Mill Street
4.	<b>Benefits</b>	Add four blocks to the Mill St project, add pedestrian push buttons at two traffic signals, adds time due to delays caused by a flood disaster at the signal pole plant in Nebraska.
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Mill Street from Capitol St to Taft St (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Increase of \$81,500.00 Add 107 calendar days to the contract
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FHWA Earmark 100%  <u>213 45190 5B4008 701 6485</u>
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Department of 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:** August 22, 2019

**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 contract with Hemphill for the Mill Street Improvement Project.

This supplemental agreement is necessary due to two separate and unrelated items that came up during construction. The traffic signal poles specified for this project are manufactured at the Valmont Industries plant in Valley, Nebraska. In the spring, eastern Nebraska was hit with severe flooding resulting in the Platte River flooding into the plant. The scale of the flooding in eastern Nebraska was significant enough that the Governor of Nebraska declared a state of emergency. This flood delayed production of all signal poles and set back delivery and installation from late spring to mid-August. The delays will result in an additional 107 calendar days to account for the flood delays which set back installation of the signal and the required burn in period once the new signals are turned on.

During construction, the City, the contractor, and MDOT determined that there was sufficient federal funds remaining in the project that the project limits could be extended to add four extra blocks to the project: one block from Capitol Street to Amite Street and three blocks from Fortification Street to Taft Street. In addition, pedestrian push buttons that were not included in the project could be added into the project. Four additional pay items would have to be added for a total of \$81,500.00, and there would be an increase in milling, striping, curbing, and asphalt pavement at the summary change order at the end of the project.

This supplemental agreement covers these two items. The proposed increase of \$81,500.00 covers the pedestrian pushbutton and associated work, additional inlet repairs in the enlarged project limits, and added maintenance of traffic and staking in the enlarged project limits. The additional 107 calendar days covers delays caused by the floods in Nebraska.

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

Office of the City Attorney

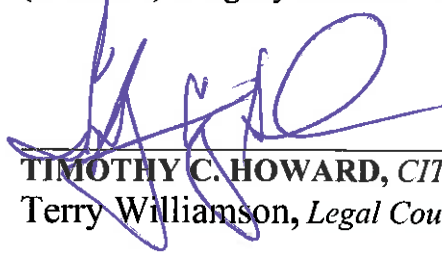

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
8/26/19

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF MILL STREET IMPROVEMENT PROJECT, FEDERAL AID PROJECT NUMBER STP-7261-00(001) LPA/107313, CITY PROJECT NUMBER 154008 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
TIMOTHY C. HOWARD, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

8/26/19  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF PAVECON, LTD. FOR CONSTRUCTION OF CITY OF JACKSON ADA IMPROVEMENTS PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(046)LPA/103924, CITY PROJECT NUMBER 31500-905 (WARDS 1, 5, &7)**

OFFICE OF THE CITY ATTORNEY  
3/13/19  
[Signature]

**WHEREAS**, the City of Jackson executed a contract with Pavecon, Ltd. for the City of Jackson Traffic Calming Project; and

**WHEREAS**, during construction, the contractor ran into a situation where sewage was leaking out of a private sewer cleanout was leaking onto the sidewalk and curb ramp that had to be reconstructed; and

**WHEREAS**, the City ultimately repaired the private clean out because it was impacting a City project; and

**WHEREAS**, the City and contractor mutually agree that the delay resulted in 41 calendar days that should be added to the contractor's original 90 calendar day contract time.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Supplemental Agreement #1 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 41 calendar days to 131 calendar days.

ITEM \_\_\_\_\_ #43  
AGENDA \_\_\_\_\_ 9-3-19

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** August 13, 2019  
 DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute Supplemental Agreement with Pavecon for the ADA improvement Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Pedestrians on sidewalks on selected streets
4.	<b>Benefits</b>	Construction of ADA improvements on streets identified in a FHWA complaint.
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	1. Claiborne Avenue from St Charles Street to Macy Avenue (Ward 5) 2. Ridgewood Road from Sheffield Drive to Parham Bridges Park (Ward 1) 3. Jefferson Street from High Street to Carlisle Street (Ward 7)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	No change to the contract amount. Adds 41 calendar days to the 90 calendar day contract.
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input checked="" type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	FHWA Earmark 100%  <u>216 44890 31500904 6485</u>
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of 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:** August 13, 2019

**Subject:** Agenda Item for City Council Meeting

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

Attached you will find an item for the agenda authorizing the Mayor to execute supplemental agreement #1 to the contract with Pavecon for the ADA Improvement Project on Claiborne Ave., Jefferson St., and Ridgewood Rd..

During construction, the contractor was delayed by sewage leaking from a private sewer cleanout on Claiborne Avenue into one of the curb ramps that had to be rebuilt. The City ultimately took steps to clean the clean out to stop the sewage leaking out of the yard onto the street and into the work site. The City and the Contractor mutually agree that 41 calendar days should be added to the 90 calendar day contract time to account for the sewage issue. Although time is being added to the contract to account for the sewage issue, the contractor will still be in liquidated damages and will still be penalized for each day over the 131 calendar days. Work has been substantially completed with a final inspection scheduled for August 15<sup>th</sup>.

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

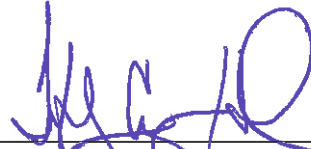
Office of the City Attorney

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  
8/14/19

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONTRACT OF PAVECON, LTD. FOR CONSTRUCTION OF THE CITY OF JACKSON ADA IMPROVEMENTS PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(046)LPA/103924, CITY PROJECT NUMBER 31500-905 (WARDS 1, 5, & 7)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

8/14/19  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
18B4013-2019  
[Signature]

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE OLD CANTON ROAD AT LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013 (WARD 7)**

**WHEREAS**, the City of Jackson received federal FAST Act funds to replace the span wire traffic signal at Old Canton Rd and Lakeland Drive/Fondren Place; and

**WHEREAS**, the City of Jackson selected Neel-Schaffer, Inc. from a short list of firms for traffic signal design based on the scope of work; and

**WHEREAS**, the City has selected Neel-Schaffer, Inc. to provide construction engineering and inspection services for this project; and

**WHEREAS**, Neel-Schaffer has estimated a fee of \$73,817.10 for the necessary construction engineering and inspection services work for this project.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. for the Old Canton Road at Lakeland Drive Signal Project, Federal Aid Project Number STP-8243-00(002)LPA/107546, City Project Number 18B4013, in an amount not to exceed \$73,817.10.

ITEM #                      #44  
AGENDA DATE:                      9-3-19

BY MILLER, WILLIAMS, R. LEE, LUMUMBA



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 29, 2019.**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a CE&I agreement with Neel-Schaffer for the Old Canton Rd at Lakeland Dr Signal Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Motorists and pedestrians/bicyclists that travel through the Old Canton Rd and Lakeland Dr/Fondren PI intersection
4.	<b>Benefits</b>	Provides CE&I work for a traffic signal replacement project
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Old Canton Rd at Lakeland Dr/Fondren PI (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$73,817.10
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	City Funds  213-45190-8B4013-902-6413
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___    no ___    N/A ___ AABE _____%    WAIVER    yes ___    no ___    N/A ___ WBE _____%    WAIVER    yes ___    no ___    N/A ___ HBE _____%    WAIVER    yes ___    no ___    N/A ___ NABE _____%    WAIVER    yes ___    no ___    N/A ___

*(Signature)*

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:** July 29, 2019

**Subject:** Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc. for the Old Canton Rd at Lakeland Dr Signal Project. This project is designed to replace the span wire signal at Old Canton Rd and Lakeland Dr/Fondren Pl with mast arm signals, install radar detection, and replace the traffic monitoring cameras and communication.

The City selected Neel-Schaffer for design work after evaluating a short list of firms. Public Works recommends utilizing Neel-Schaffer to provide construction engineering and inspection services for the project. They provided a proposed cost of \$73,817.10 for CE&I services.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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  
8-14-19

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC FOR THE OLD CANTON ROAD AT LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013 (WARD 7) is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, *CITY ATTORNEY*  
Terry Williamson, *Legal Counsel*

8/14/19

DATE

OFFICE OF THE CITY ATTORNEY  
6-28-19

**ORDER ACCEPTING THE BID OF DIAMOND ELECTRICAL COMPANY, INC. FOR CONSTRUCTION OF THE OLD CANTON ROAD AT LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 7)**

**WHEREAS**, the City of Jackson solicited sealed, competitive bids for the construction of the Old Canton Road at Lakeland Drive Signal Project; and

**WHEREAS**, three bids were submitted to the City Clerk on June 25, 2019; and

**WHEREAS**, the bid of Diamond Electrical Company, Inc., in the amount of \$398,277.85 was the lowest bid received; and

**WHEREAS**, the Public Works Department recommends that the governing authorities deem the bid of Diamond Electrical Company, Inc. in the amount of \$398,277.85 for the Northside Drive Resurfacing Project to be the lowest and best bid; and

**WHEREAS**, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

**WHEREAS**, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

**IT IS, THEREFORE, ORDERED** that the bid of Diamond Electrical Company, Inc. for the construction of the Old Canton Road at Lakeland Drive Signal Project, Federal Aid Project Number STP-8243-00(002) LPA/107546, City Project Number 18B4013, in the amount of \$398,277.85 is accepted as the lowest and best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute and the City Clerk is authorized to attest a contract with Diamond Electrical Company, Inc. for the construction of the Old Canton Road at Lakeland Drive Signal Project.

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Old Canton Road at Lakeland Drive Signal Project and to submit the same to MDOT as needed.

ITEM           #45            
AGENDA           9-3-19          

BY: MILLER, WILLIAMS, R. LEE, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    July 29, 2019  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description/Purpose</b>	Order authorizing the Mayor to execute a construction contract with for the Old Canton Road at Lakeland Drive Signal Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life
3.	<b>Who will be affected</b>	Motorists and pedestrians/bicyclists that travel through the Old Canton Rd and Lakeland Dr/Fondren Pl intersection
4.	<b>Benefits</b>	Traffic signal replacement project
5.	<b>Schedule (beginning date)</b>	Upon concurrence of MDOT
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Old Canton Rd at Lakeland Dr/Fondren Pl (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	\$398,277.85
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input checked="" type="checkbox"/> ▪ <b>Grant</b> <input checked="" type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FHWA FAST Act MPO Funds (100% up to \$375,000.00), City Funds (Remainder) 213-45190-8B4013-901-6485  Federal DBE Goal: 1%
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A _____ AABE _____%    WAIVER    yes ___ no ___    N/A _____ WBE _____%    WAIVER    yes ___ no ___    N/A _____ HBE _____%    WAIVER    yes ___ no ___    N/A _____ NABE _____%    WAIVER    yes ___ no ___    N/A _____

Revised 2-04


Department of Public Works



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:** July 29, 2019  
**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with \$398,277.85, for the Old Canton Road at Lakeland Drive Signal Project.

The City of Jackson received federal FAST Act funds to replace the traffic signal at Old Canton Rd and Lakeland Dr/Fondren Pl. The federal funds cover 100% of the project up to the grant award of \$375,000.00; City funds will cover the remainder. The proposed project will replace the span wire signal at Old Canton Rd and Lakeland Dr/Fondren Pl with mast arm signals, install radar detection, and replace the traffic monitoring cameras and communication.

The City advertised for and received three bids with the lowest bid received was from Diamond Electrical Company, Inc. in the amount of \$398,277.85. 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

**Bid Tabulation**  
**TRAFFIC SIGNAL REPLACEMENT PROJECT OLD CANTON & LAKE LAND**  
**Federal Aid Project No. STP-8243-00(002)LPA / 107546-701000**  
**6/26/2019**

ITEM	ITEM DESCRIPTION	UNIT	QTY	Engineer's Estimate		Diamond Electric		Lewis Electric		Webster Electric	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>*** ROADSIDE DEVELOPMENT ITEMS ***</b>											
202-B080	Removal of Concrete Sidewalk	SY	17	\$50.00	\$850.00	\$87.00	\$1,479.00	\$75.00	\$1,275.00	\$415.65	\$7,066.05
216-B001	Solid Sodding, Bermuda	SY	50	\$25.00	\$1,250.00	\$16.00	\$800.00	\$108.00	\$5,400.00	\$29.75	\$1,187.50
219-A001	Watering	KGAL	1	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
234-A001	Temporary Silt Fence	LF	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$45.00	\$4,500.00	\$11.90	\$1,190.00
237-A002	Wattles, 20"	LF	100	\$10.00	\$1,000.00	\$16.00	\$1,600.00	\$45.00	\$4,500.00	\$11.90	\$1,190.00
503-C010	Saw Cut, Full Depth	LF	65	\$25.00	\$1,625.00	\$29.00	\$1,885.00	\$75.00	\$4,875.00	\$35.65	\$2,317.25
608-B001	Concrete Sidewalk, With Reinforcement	SY	23	\$150.00	\$3,450.00	\$260.00	\$5,980.00	\$209.00	\$4,807.00	\$593.75	\$13,856.25
<b>*** TEMPORARY TRAFFIC CONTROL ITEMS ***</b>											
618-A001	Maintenance of Traffic	LS	1	\$15,000.00	\$15,000.00	\$22,668.00	\$22,668.00	\$6,500.00	\$6,500.00	\$38,690.00	\$38,690.00
618-B001	Additional Construction Signs	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$40,211.00	\$40,211.00	\$55,000.00	\$55,000.00	\$42,000.00	\$42,000.00
<b>*** TRAFFIC SIGNAL ITEMS ***</b>											
907-632-A010	Solid State Traffic Cabinet Assembly, Type IV Cabinet, Type 1 Controller	EA	1	\$25,000.00	\$25,000.00	\$25,213.00	\$25,213.00	\$26,000.00	\$26,000.00	\$25,175.00	\$25,175.00
907-632-J001	Power Service Pedestal	EA	1	\$3,500.00	\$3,500.00	\$6,034.00	\$6,034.00	\$4,000.00	\$4,000.00	\$6,700.00	\$6,700.00
907-633-A001	Uninterruptable Power Supply	EA	1	\$10,000.00	\$10,000.00	\$6,313.00	\$6,313.00	\$4,650.00	\$4,650.00	\$4,915.00	\$4,915.00
907-634-A042	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 30' Arm	EA	1	\$10,500.00	\$10,500.00	\$10,924.00	\$10,924.00	\$16,000.00	\$16,000.00	\$11,700.00	\$11,700.00
907-634-A045	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 45' Arm	EA	1	\$12,000.00	\$12,000.00	\$11,624.00	\$11,624.00	\$20,000.00	\$20,000.00	\$12,215.00	\$12,215.00
907-634-A083	Traffic Signal Equipment Pole, Type II, 17' Shaft, 45' Arm	EA	1	\$10,500.00	\$10,500.00	\$9,517.00	\$9,517.00	\$16,000.00	\$16,000.00	\$9,770.00	\$9,770.00
907-634-A243	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 35' & 50' Arm	EA	1	\$15,500.00	\$15,500.00	\$19,770.00	\$19,770.00	\$24,000.00	\$24,000.00	\$19,335.00	\$19,335.00
907-634-A376	Traffic Signal Equipment Pole, Type III, 17' Shaft, 35' & 50' Arm	EA	1	\$14,500.00	\$14,500.00	\$18,192.00	\$18,192.00	\$20,000.00	\$20,000.00	\$17,120.00	\$17,120.00
907-634-C001	Pole Foundations, Class "B" Concrete	CY	20	\$800.00	\$16,000.00	\$1,280.00	\$25,600.00	\$1,000.00	\$20,000.00	\$1,205.00	\$24,100.00
635-A059	Traffic Signal Head, Type 1	EA	7	\$900.00	\$6,300.00	\$854.00	\$5,978.00	\$940.00	\$6,580.00	\$950.00	\$6,650.00
635-A060	Traffic Signal Head, Type 1A	EA	4	\$1,100.00	\$4,400.00	\$1,919.00	\$7,676.00	\$2,000.00	\$8,000.00	\$1,860.00	\$7,440.00
635-A061	Traffic Signal Head, Type 2	EA	2	\$1,000.00	\$2,000.00	\$854.00	\$1,708.00	\$900.00	\$1,800.00	\$950.00	\$1,900.00
635-A063	Traffic Signal Head, Type 2R	EA	1	\$1,100.00	\$1,100.00	\$854.00	\$854.00	\$900.00	\$900.00	\$950.00	\$950.00
635-A065	Traffic Signal Head, Type 2 FYA	EA	3	\$1,500.00	\$4,500.00	\$1,296.00	\$3,888.00	\$1,300.00	\$3,900.00	\$1,680.00	\$5,040.00
635-A066	Traffic Signal Head, Type 2A FYA	EA	1	\$1,700.00	\$1,700.00	\$2,045.00	\$2,045.00	\$2,400.00	\$2,400.00	\$2,510.00	\$2,510.00
635-A076	Traffic Signal Head, Type 6	EA	6	\$1,250.00	\$7,500.00	\$708.00	\$4,248.00	\$800.00	\$4,800.00	\$845.00	\$5,070.00
635-A079	Traffic Signal Head, Type 7R	EA	1	\$1,500.00	\$1,500.00	\$2,079.00	\$2,079.00	\$2,000.00	\$2,000.00	\$1,570.00	\$1,570.00
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	295	\$3.00	\$885.00	\$1.68	\$495.60	\$3.00	\$885.00	\$3.20	\$944.00
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	1165	\$3.00	\$3,495.00	\$1.81	\$2,108.65	\$2.00	\$2,330.00	\$2.65	\$3,087.25
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	1240	\$3.00	\$3,720.00	\$1.96	\$2,430.40	\$3.00	\$3,720.00	\$2.95	\$3,658.00
907-636-B025	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	LF	30	\$10.00	\$300.00	\$4.00	\$120.00	\$6.00	\$180.00	\$5.65	\$169.50
907-636-D001	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	114	\$3.00	\$342.00	\$1.75	\$199.50	\$3.00	\$342.00	\$3.20	\$364.80
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	105	\$3.00	\$315.00	\$1.90	\$199.50	\$2.00	\$210.00	\$2.65	\$278.25
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	365	\$3.00	\$1,095.00	\$2.03	\$740.95	\$3.00	\$1,095.00	\$2.95	\$1,076.75
907-637-A002	Pullbox Enclosure, Type 2	EA	5	\$1,000.00	\$5,000.00	\$1,134.00	\$5,670.00	\$1,100.00	\$5,500.00	\$1,335.00	\$6,675.00
907-637-A003	Pullbox Enclosure, Type 3	EA	1	\$1,250.00	\$1,250.00	\$1,595.00	\$1,595.00	\$1,600.00	\$1,600.00	\$1,605.00	\$1,605.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	85	\$8.00	\$680.00	\$6.00	\$510.00	\$25.00	\$2,125.00	\$7.85	\$667.25
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	65	\$10.00	\$650.00	\$7.00	\$455.00	\$27.00	\$1,755.00	\$9.00	\$585.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	505	\$25.00	\$12,625.00	\$40.26	\$20,331.30	\$40.00	\$20,200.00	\$19.65	\$9,923.25
907-639-B001	Type 1 Optical Detector	EA	4	\$850.00	\$3,400.00	\$769.00	\$3,076.00	\$700.00	\$2,800.00	\$1,075.00	\$4,300.00
907-639-C001	Type 1 Optical Detector Cable	LF	815	\$3.00	\$2,445.00	\$1.73	\$1,409.95	\$2.00	\$1,630.00	\$2.40	\$1,956.00
907-639-D001	Multimode Phase Selector	EA	1	\$3,500.00	\$3,500.00	\$3,572.00	\$3,572.00	\$3,800.00	\$3,800.00	\$3,390.00	\$3,390.00
907-641-A002	Signal Stop Bar Radar Detection Sensor, Type 2	EA	6	\$7,000.00	\$42,000.00	\$7,973.00	\$47,838.00	\$7,900.00	\$47,400.00	\$7,590.00	\$45,540.00
907-641-D001	Radar Vehicle Detection Cable	LF	940	\$5.00	\$4,700.00	\$2.30	\$2,162.00	\$6.00	\$5,640.00	\$1.60	\$1,504.00
907-645-B001	Accessible Pedestrian Detection Assembly	EA	8	\$1,150.00	\$9,200.00	\$991.00	\$7,928.00	\$800.00	\$6,400.00	\$865.00	\$6,920.00

**Bid Tabulation**  
**TRAFFIC SIGNAL REPLACEMENT PROJECT OLD CANTON & LAKELAND**  
**Federal Aid Project No. STP-8243-00(002)LPA / 107546-701000**  
**6/26/2019**

ITEM	ITEM DESCRIPTION	UNIT	QTY	Engineer's Estimate		Diamond Electric		Lewis Electric		Webster Electric	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
647-A001	Removal of Existing Traffic Signal Equipment	LS	1	\$5,000.00	\$5,000.00	\$13,985.00	\$13,985.00	\$4,600.00	\$4,600.00	\$22,820.00	\$22,820.00
907-650-A002	On Street Video Equipment, Fixed Type	EA	1	\$3,000.00	\$3,000.00	\$2,716.00	\$2,716.00	\$3,700.00	\$3,700.00	\$2,695.00	\$2,695.00
907-650-A003	On Street Video Equipment, PTZ Type	EA	1	\$6,000.00	\$6,000.00	\$6,544.00	\$6,544.00	\$7,500.00	\$7,500.00	\$5,325.00	\$5,325.00
907-653-A001	Traffic Sign	SF	50	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$55.00	\$2,750.00	\$95.00	\$4,750.00
907-653-B001	Street Name Sign	SF	78	\$75.00	\$5,850.00	\$82.00	\$6,396.00	\$92.00	\$7,176.00	\$95.00	\$7,410.00
907-662-D002	Radio Interconnect, Broadband, Short Range	EA	2	\$5,000.00	\$10,000.00	\$10,248.00	\$20,496.00	\$9,300.00	\$18,600.00	\$5,870.00	\$11,740.00
907-663-A001	Network Switch, Type A	EA	1	\$3,000.00	\$3,000.00	\$2,022.00	\$2,022.00	\$2,300.00	\$2,300.00	\$2,475.00	\$2,475.00
907-672-A003	Remove and Reset Traffic Signal Equipment	EA	1	\$1,000.00	\$1,000.00	\$4,211.00	\$4,211.00	\$3,500.00	\$3,500.00	\$7,445.00	\$7,445.00
<b>GRAND TOTALS</b>					<b>\$353,907.00</b>		<b>\$398,277.85</b>		<b>\$425,655.00</b>		<b>\$426,791.10</b>

This is a true and correct copy of the bid tabulation for this project for bids opened on June 25, 2019, at the City of Jackson City Hall.





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  
8/14/19  
8-14-19

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING THE BID OF DIAMOND ELECTRICAL COMPANY, INC. FOR CONSTRUCTION OF THE OLD CANTON ROAD AT LAKELAND DRIVE SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-8243-00(002)LPA/107546, CITY PROJECT NUMBER 18B4013, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

TIMOTHY C. HOWARD, CITY ATTORNEY  
Terry Williamson, *Legal Counsel*

8/14/19  
DATE

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI  
8/27/19  
TCH

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING REIMBURSEMENT TO THE DEVELOPER AND AMENDING THE BOND RESOLUTION IN CONNECTION WITH THE \$1,762,000 TAX INCREMENT FINANCING REVENUE BOND, SERIES 2019 (THE LANDMARK HEALTHCARE FACILITIES PROJECT); AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the Council of the City ), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. The following words and terms shall have the following meanings herein, unless some other meaning is plainly intended:

**"Bond Resolution"** shall mean the resolution adopted by the Council on August 6, 2019, authorizing and directing the issuance of the City of Jackson, Mississippi Tax Increment Financing Revenue Bond, Series 2019 ( The Landmark Healthcare Facilities Project ).

**"Bond," "TIF Bond" or "Series 2019 Bond"** shall mean the City of Jackson, Mississippi Tax Increment Financing Revenue Bond, Series 2019 ( The Landmark Healthcare Facilities Project ) in the principal amount of \$1,762,000 to finance and/or reimburse the Costs of the Public Improvements and costs pertaining to the issuance of the Series 2019 Bond.

**"Construction Fund"** shall mean a special fund of the City to be used for the (i) payment first to the City for any of its outstanding obligations incurred in connection with the Project, including costs of issuance of the Series 2019 Bond and (ii) for reimbursement to the Developer for all eligible costs and expenditures made by the Developer in connection with the Infrastructure Improvements (as defined in the Development and Reimbursement Agreement) incurred in connection with the Project.

**"Developer"** shall mean the developer of The Landmark Healthcare Facilities Project, The Landmark Healthcare Facilities, LLC, or any related entities thereto, or any successor or assigns thereof.

**"Development and Reimbursement Agreement"** shall mean the Landmark Healthcare Facilities Project Development and Reimbursement Agreement, by and between the City and the Developer, dated April 9, 2012.

**"Project"** shall mean the Landmark Healthcare Facilities Project, which is directly across from the principal campus of Mississippi Baptist Health Systems, Inc., located within the City limits of Jackson, Mississippi and encompassing an entire city block bound by the following streets: North State, Manship, North and Poplar and upon completion will contain a new medical office and outpatient building, including retail and restaurant tenants, adjacent parking garage, elevated walkway and residential units.

Item: #46  
Date: 9-3-19  
By: Howard, Lumumba

**"Public Improvements"** shall mean the Infrastructure Improvements for the use and benefit of the public and support of the Project which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest and other related soft costs pursuant to plans presented to and approved by the City.

**"TIF Act"** shall mean the Tax Increment Financing Act codified at Sections 21-45-1 through 21-45-21, of the Mississippi Code of 1972, as amended.

2. Under the power and authority granted by the laws of the State of Mississippi and particularly the TIF Act, the Council on August 6, 2019, did adopt the Bond Resolution authorizing the issuance of the Series 2019 Bond.

3. The Series 2019 Bond is being issued for payment of the costs of the Public Improvements.

4. The Developer has completed the Project and shall submit to the City for payment a requisition in substantially the same form as **EXHIBIT A** hereto (the Requisition ).

5. The City does now find and determine that it is necessary, advisable and in the public interest to reimburse the Developer for costs related to the Infrastructure Improvements described in the Requisition, along with any costs related to the Public Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council as follows:

SECTION 1. The Council is now fully authorized and empowered under the provisions of the TIF Act to approve and reimburse the Developer for the Landmark Healthcare Facilities Project Infrastructure Improvements (as defined in the Development and Reimbursement Agreement), and does hereby approve such payment to the Developer from the Construction Fund contingent upon issuance of the Series 2019 Bond and proper execution and submission to the City of the Requisition, in substantially the same form as **EXHIBIT A** attached hereto;

SECTION 2. References to Dedicated Improvements in the Bond Resolution shall mean the Infrastructure Improvements, as defined in the Development and Reimbursement Agreement; and

SECTION 3. The Balance of the Construction Fund shall be used to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2019 Bond.

SECTION 4. All ordinances, resolutions or orders of the City Council in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside,

but only to the extent of such conflict. For cause, this resolution shall become effective immediately upon the adoption thereof.

**EXHIBIT A**

**City of Jackson, Mississippi  
Tax Increment Financing Bonds  
(Landmark Healthcare Facilities Project)  
REQUISITION FOR PAYMENT**

The undersigned duly authorized representative of Landmark Healthcare Facilities, LLC (the "Developer" ), hereby requests the City of Jackson, Mississippi (the "City" ), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

- (a) Dedicated Improvement Construction Costs \_\_\_\_\_
- (b) Non-Dedicated Improvements Construction Costs \_\_\_\_\_
- (c) Other Authorized Costs \_\_\_\_\_

Total Costs to be Paid or Reimbursed: \_\_\_\_\_

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the \_\_\_\_ day of \_\_\_\_\_, 2019.

Landmark Healthcare Facilities, LLC

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

Title: \_\_\_\_\_

**APPROVED:**

**CITY OF JACKSON, MISSISSIPPI**

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

Title: \_\_\_\_\_

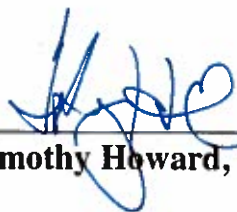
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
Clg  
8/28/19  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI AUTHORIZING REIMBURSEMENT TO THE DEVELOPER AND AMENDING THE BOND RESOLUTION IN CONNECTION WITH THE \$1,762,000 TAX INCREMENT FINANCING REVENUE BOND, SERIES 2019 (THE LANDMARK HEALTHCARE FACILITIES PROJECT); AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



\_\_\_\_\_  
Timothy Howard, *City Attorney*

Date 8/28/19

**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF DEANDRIA K. MCGEE, GRACE S. FOY-MCNEIL AND HAILEY M. MCGEE, A MINOR CHILD, RESULTING FROM A MOTOR VEHICLE ACCIDENT ON OR ABOUT OCTOBER 20, 2018 INVOLVING A JPD VEHICLE.**

**WHEREAS**, on or about October 20, 2018, a motor vehicle accident occurred between a vehicle driven by a JPD Officer and a Ford Expedition driven by DeAndria K. McGee. Grace S. Foy-McNeil, Hailey M. McGee, a minor child, and Tionna L. Gibbs, a minor child, were all passengers in the vehicle driven by DeAndria K. McGee; and

**WHEREAS**, DeAndria K. McGee and all three of her passengers mentioned above have made personal injury claims against the City as a result of the afore-mentioned accident; and liability for the accident is of a doubtful nature; and

**WHEREAS**, the City and DeAndria K. McGee have reached a compromise and agreed to a settlement of \$17,500.00 to fully resolve her claims; and

**WHEREAS**, the City and DeAndria K. McGee, on behalf of her daughter, Hailey M. McGee, a minor child, have reached a compromise and agreed to a settlement of \$30,000.00 to fully resolve Hailey M. McGee's minor claim subject to Chancery Court approval; and

**WHEREAS**, the City and Grace S. Foy-McNeil have reached a compromise and agreed to a settlement of \$34,000.00 to fully resolve her claims; and

**WHEREAS**, the City and the remaining passenger, Tionna L. Gibbs, a minor, have not reached a compromise; and

**WHEREAS**, the Office of the City Attorney recommends that it is in the best interest of the City of Jackson, Mississippi that the City of Jackson settle this matter in the above-mentioned amounts.

**THEREFORE, IT IS HEREBY ORDERED**, that:(1) the City should and is hereby authorized to settle the claim of DeAndria K. McGee in an amount not to exceed \$17,500.00;(2)the City should and is hereby authorized to settle the minor claim of Hailey M. McGee in an amount not to exceed \$30,000.00, subject to Chancery Court approval; and (3)that the City should and is hereby authorized to settle the claim of Grace S. Foy-McNeil in an amount not to exceed \$34,000.00. Further, that City Attorney, Mayor, or their designees, are authorized to execute any and all documents necessary to finalize the afore-mentioned settlements.

**APPROVED FOR AGENDA:**

Item #   #47    
Date:   9-3-19    
By:   Howard, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/27/19  
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF DEANDRIA K. MCGEE, GRACE S. FOY-MCNEIL AND HAILEY M. MCGEE, A MINOR CHILD, EMANATING FROM A MOTOR VEHICLE ACCIDENT ON OCTOBER 20, 2018 INVOLVING A JPD VEHICLE.																																													
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	N/A																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon City Council approval																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	N/A																																													
<input type="checkbox"/>	Action implemented by:																																														
<input type="checkbox"/>	§ City Department	Office of the City Attorney																																													
7.	§ Consultant																																														
8.	COST	Not to exceed \$81,500.00																																													
<input type="checkbox"/>	Source of Funding																																														
<input type="checkbox"/>	§ General Fund																																														
<input type="checkbox"/>	§ Grant	General Fund – State Tort																																													
<input type="checkbox"/>	§ Bond																																														
9.	§ Other																																														
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>X</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>X</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>X</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>X</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>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	X	AABE	_____ %	WAIVER	yes	___	no	___	N/A	X	WBE	_____ %	WAIVER	yes	___	no	___	N/A	X	HBE	_____ %	WAIVER	yes	___	no	___	N/A	X	NABE	_____ %	WAIVER	yes	___	no	___	N/A	X
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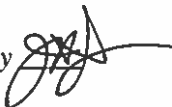
Post Office Box 2779  
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OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

---

**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF DEANDRIA K. MCGEE, GRACE S. FOY-MCNEIL AND HAILEY M. MCGEE, A MINOR CHILD, EMANATING FROM A MOTOR VEHICLE ACCIDENT ON OCTOBER 20, 2018 INVOLVING A JPD VEHICLE** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Tim Howard**, *City Attorney*  
**James Anderson, Jr.**, *Deputy City Attorney* 

8/28/19  
\_\_\_\_\_  
**DATE**

**ORDER OF THE CITY COUNCIL OF JACKSON, MS  
AUTHORIZING THE BOND PROPOSAL OF FIFTY MILLION DOLLARS  
FOR INFRASTRUCTURE REPAIR AND PAVING STREETS.**

**WHEREAS**, the public safety, health and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the infrastructure of the City of Jackson including street repair, water lines, sewer lines, new pipes, street resurfacing, and other needs are suffering because of the patchwork approach to work being done instead of a holistic approach to make a greater impact in all wards of the City of Jackson; and

**WHEREAS**, the funds may be derived by the use of the funds collected from the "One Percent Commission."

**IT IS HEREBY RESOLVED** that there is hereby granted the authority to enter into a bond proposal of Fifty Million Dollars for infrastructure repair and paving streets.

This the \_\_\_\_\_ day of August, 2019.

Item No: 48  
Agenda Date: 8-20-19  
By: STOKES

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
MANDATING NO DISCONNECT OF WATER TO JACKSON  
RESIDENTS PENDING OUTCOME OF SIEMENS LAWSUIT**

WHEREAS, the public health, safety and welfare of citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the City Council stops the disconnect of water to Jackson residents to address the following allegations of the Siemens lawsuit: “The billing system was not set up appropriately to address the thousands of faulty meter readings” and “the metering system has repeatedly generated grossly inaccurate bills and, in some instances, failed to generate bills at all;” and

WHEREAS, the City Council must take this proactive step in light of said allegations in the Siemens lawsuit to protect the citizens of the City of Jackson from disconnecting water based on a system that is in such an alleged state of failure to operate properly.

THEREFORE, BE IT HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby mandates no disconnect of water to Jackson residents pending the outcome of the Siemens lawsuit.

SO ORDERED, this the \_\_\_\_ day of June, 2019.

Item: #49  
Date: 9-3-19  
By: Stokes

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE CITY LEGAL DEPARTMENT TO INSTITUTE LEGAL ACTION AGAINST THE OWNERS AND OPERATORS OF JASCO BAILEY AVENUE AND 833 THIS IS IT AS A PUBLIC NUISANCE.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the Jackson City Council understands and acknowledges the importance of protecting its citizens from exposure to nuisances; and

**WHEREAS**, the establishments known as Jasco Bailey Avenue and 833 This Is It, respectively, have been operating in a manner where the Jackson Police Department have responded to numerous calls for service for various criminal activity; and

**WHEREAS**, it is in the best interests of the citizens that the City Legal Department be given authority to proceed with the institution of legal action against the owners and operators of Jasco Bailey Avenue and 833 This Is It as a public nuisance.

**IT IS THEREFORE ORDERED** that the City Legal Department is hereby authorized to proceed with the institution of legal action against the owners and operators of Jasco Bailey Avenue and 833 This Is It as a public nuisance.

Item: #50

Date: 9-3-19

By: Stokes

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS  
SOLICITING THE COMMISSION ESTABLISHED PURSUANT TO SECTION  
27-65-241, MISSISSIPPI CODE OF 1972 ANNOITATED, TO CEASE AND  
DESIST FROM THE UNLAWFUL INTERFERENCE IN THE SELECTION OF  
CITY STREETS TO BE PAVED AND OTHER MATTERS IN THE LAWFUL  
OPERATION OF THE GOVERNING AUTHORITIES OF THE CITY OF  
JACKSON**

:

Whereas, the public safety, health and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and,

Whereas, the Commission created by the aforementioned statute, commonly known as the “One Percent Commission,” has since the creation of the master plan for the City of Jackson was established, has unlawfully made decisions regarding the projects initiated and regarding the scope of said projects. Therefore, the governing authorities of the City of Jackson are not exercising statutory discretion to choose projects and to determine the scope of said projects; and,

Whereas, the citizens of the City of Jackson are being short-changed and ignored in decision making as to which streets are to be paved and other matters of decision making in the improvement of infrastructure in the City of Jackson.

Therefore it is Hereby Resolved, that the commission established pursuant to Section 27-65-241, Mississippi Code of 1972 Annotated, to cease and desist from the unlawful interference in the selection of city streets to be paved and other matters in the lawful operation of the governing authorities of the City of Jackson,

This the \_\_\_\_\_ day of September, 2019

Item: #51  
Date: 9-3-19  
By: Stokes

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS  
PROMOTING 24 HOUR PHARMACY SERVICE IN THE CITY OF JACKSON**

WHEREAS, the public safety, health and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

WHEREAS, the citizens of the City of Jackson are being short-changed and redlined in the decision to discontinue all 24-hour pharmacy operations in the City of Jackson; and

WHEREAS, the City of Jackson is the location of the major operations of hospitals and clinics in the State of Mississippi; the City of Jackson has the population density which requires the availability of pharmacy service on a 24-hour basis; and

WHEREAS, the removal of 24-hour pharmacy service is a recent occurrence and appears to be a decision made by the pharmacy providers to simultaneously cease 24-hour pharmacy operations in the City of Jackson.

THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Jackson hereby promotes the return of 24-hour pharmacy service in the City of Jackson.

This the \_\_\_\_\_ day of September, 2019.

Agenda Item No. 52  
Agenda Date: September 3, 2019  
By: STOKES