



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI**

**January 21, 2020**

**AGENDA**

**6:00 PM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. PASTOR DAVID FIELDS OF NEW GUIDING LIGHT MINISTRIES

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."
3. ORDER ACCEPTING PAYMENT OF \$4,641.77 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED {DAVID COTTEN} AS A PROPERTY DAMAGE SETTLEMENT. (HOWARD, LUMUMBA)
4. 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 21-19-11 FOR CASE #2019-1359 – 194 ROOSEVELT STREET– \$890.40. (WARD 7) (HILLMAN, LUMUMBA)
5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR

**CASE #2019-1398 – 143 ADELLE STREET– \$696.56. (WARD 7) (HILLMAN, LUMUMBA)**

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1441 – LOT EAST OF 2930 SHELIA DRIVE – \$1,320.00. (WARD 4) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1442 – LOT WEST OF 2955 SHEILA DRIVE – \$1,101.10. (WARD 4) (HILLMAN, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1397 – LOT WEST OF 139 ADELLE COURT – \$558.60. (WARD 7) (HILLMAN, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC 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 #2019-1381 – LOT SOUTH OF 1112 CRAFT STREET– \$1,046.50. (WARD 5) (HILLMAN, LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC 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 #2019-1452 – LOT WEST OF 1122 PASCAGOULA STREET– \$360.00. (WARD 3) (HILLMAN, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES, LLC 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 #2019-1400 – 131 ADELLE STREET – \$432.30. (WARD 7) (HILLMAN, LUMUMBA)**

12. **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 21-19-11 FOR CASE #2019-1444– 1222 CORINTH STREET– \$770.00. (WARD 5) (HILLMAN, LUMUMBA)**

**INTRODUCTION OF ORDINANCES**

**ADOPTION OF ORDINANCE**

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

**REGULAR AGENDA**

14. **CLAIMS (HORTON, LUMUMBA)**
15. **PAYROLL (HORTON, LUMUMBA)**
16. **ORDER RESCINDING THE OCTOBER 29, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INOBBAR LLC DBA NOVUSOLUTIONS (“NOVUSOLUTIONS”), FOR THE REPLACEMENT OF NOVUSAGENDA AND VIDEO SUBSCRIPTION. (HORTON, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, FORMALLY INOBBAR LLC DBA NOVUSOLUTIONS (“NOVUSOLUTIONS”), FOR THE REPLACEMENT OF NOVUSAGENDA AND VIDEO SUBSCRIPTION. (HORTON, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE SUPPORT AND MAINTENANCE ON INCODE COURT CASE MANAGEMENT SOFTWARE. (HORTON, LUMUMBA)**
19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE BRAZOS SOFTWARE SUPPORT AND INTERFACE TO MUNICIPAL COURT SOFTWARE. (HORTON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE BRAZOS HARDWARE SUPPORT FOR NINETEEN (19) HANDHELD TICKETWRITERS. (HORTON, LUMUMBA)**
21. **ORDER REVISING MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020 (HORTON, LUMUMBA)**

22. **ORDER APPOINTING MS. MONIQUE DAVIS TO THE JACKSON CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS. (LUMUMBA)**
23. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF PROPOSED LEGISLATION AUTHORIZING THE APPOINTMENT OF TWO AT-LARGE MEMBERS TO THE BOARD OF COMMISSIONERS OF THE JACKSON REDEVELOPMENT AUTHORITY. (LUMUMBA)**
24. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE PROPOSED LEGISLATIVE INITIATIVE TO ELIMINATE THE SUNSET LANGUAGE IN THE SPECIAL ONE PERCENT SALES TAX LEGISLATION FOR MUNICIPALITIES WITHIN THE STATE OF MISSISSIPPI WITH A POPULATION OF ONE HUNDRED AND FIFTY THOUSAND (150,000) OR MORE. (LUMUMBA)**
25. **ORDER AUTHORIZING LICENSE AGREEMENT NUMBER 5788MA BETWEEN THE CITY OF JACKSON, MISSISSIPPI, DEPARTMENT OF PARKS AND RECREATION AND THE JACKSON CONVENTION COMPLEX, IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00), TO HOST THE CITY OF JACKSON PARKS AND RECREATION, HYBRID KICKBOXING CHAMPIONSHIP, ON SEPTEMBER 12, 2020. (WARD 7) (HARRIS, LUMUMBA)**
26. **ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION. (WARDS 2, 3, 4, 6 & 7) (HARRIS & LUMUMBA)**
27. **ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF CULTURAL ARTS OR COMMUNITY BASED PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS. (KIDD, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE C5560I III TO BE USED BY THE ZONING DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT. (HILLMAN, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM. (OWENS, LUMUMBA)**
30. **ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF SUNCOAST INFRASTRUCTURE, INC. FOR THE FONTAINE DRIVE EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS. (WARD 1) (MILLER, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A BIZHUB C360i COLOR COPIER DIGITAL SYSTEM PRINTER TO BE USED BY THE WATER MAINTENANCE DIVISION OF THE DEPARTMENT OF**



**PUBLIC WORKS. (MILLER, LUMUMBA)**

32. **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH INNOVATIVE PERFORMANCE CONSTRUCTION, TO PROVIDE CONSTRUCTION SERVICES FOR ROOF REMOVAL AND REPLACEMENT FOR JACKSON POLICE DEPARTMENT PRECINCT NO. 3 BUILDING, CITY OF JACKSON PROJECT NO. 18B7000.0203, AND FURTHER AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 2) (MILLER, LUMUMBA)**
33. **ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE NORTH STATE STREET AT COLLEGE STREET SEWER EMERGENCY. (WARD 7) (MILLER, LUMUMBA)**
34. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS REQUESTING THE GOVERNOR TO FULLY FUND AGENCIES PROVIDING MENTAL HEALTH SERVICES, PROVIDE PLACEMENT AND HOUSING FOR MENTAL PATIENTS, AND END PRACTICE OF RELEASING MENTALLY CHALLENGED PERSONS ON TO THE STREETS OF THE CITY OF JACKSON. (STOKES)**
35. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE FILING OF A LAWSUIT TO SEEK A REMEDY TO THE FLOODING IN THE CITY OF JACKSON CAUSED BY THE ACTIONS OF THE PEARL RIVER VALLEY WATER SUPPLY DISTRICT. (STOKES)**

**DISCUSSION**

36. **DISCUSSION: MEDICAL CORRIDOR-UPDATE (STOKES)**
37. **DISCUSSION: OPIOID UPDATE (STOKES)**
38. **DISCUSSION: EXTERNAL FUNDING (STAMPS)**
39. **DISCUSSION: HEALTHCARE FACILITIES LITIGATION (HOWARD, LUMUMBA)**

**PRESENTATION**

**PROCLAMATION**

40. **PROCLAMATION HONORING AND COMMENDING PEARL RIVERKEEPERS, ABBY BRAMAN, JOHN BRELAND, LORI GALAMBOS, CLAIRE GRAVES, ANDY HILTON, BRYAN KELLER, CHRIS LOCKHART, AND NORMAN SISSON FOR THEIR COMMITMENT TO A CLEANER CITY OF JACKSON AND PEARL RIVER. (LUMUMBA)**

**RESOLUTIONS**

41. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING DR. OBIE MCNAIR, AN OUTSTANDING CITIZEN AND PROMINENT PHYSICIAN. (STOKES)**
42. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MRS. ESTER WOOTEN, AN OUTSTANDING CITIZEN AND ENTREPRENEUR. (STOKES)**

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

**MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO  
SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

OFFICE OF THE CITY ATTORNEY  
*[Signature]*

**ORDER ACCEPTING PAYMENT OF \$4,641.77 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED {DAVID COTTEN} AS A PROPERTY DAMAGE SETTLEMENT.**

**IT IS HEREBY ORDERED** by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$4,641.77 as a property damage settlement for damage sustained to the City of Jackson property on April 17, 2019.

**APPROVED FOR AGENDA:**

Item #   
Agenda Date:   
By: Lumumba, Johnson, Poirard

12/17/2019  
{TBP}

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

12/17/2019

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>						
1.	<b>1. Brief</b> <b>Description/Purpose</b>	<b>ORDER ACCEPTING PAYMENT OF \$4,461.77 FROM LIBERTY MUTUAL INSURANCE COMPANY ON BEHALF OF ITS INSURED {DAVID COTTEN} AS A PROPERTY DAMAGE SETTLEMENT</b>						
2.	<b>Public Policy Initiative</b> 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>	City of Jackson						
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	N/A						
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
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"/>	GENERAL FUND						
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>

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This Order Accepting Payment of \$4,641.77 from Liberty Mutual Insurance Company on Behalf of Its Insured David Cotten is legally sufficient for placement in NOVUS Agenda

  
\_\_\_\_\_  
City Attorney or Special Assistant  
Carrie Johnson Deputy City Attorney 

DATE 12/30/19

OFFICE OF THE CITY ATTORNEY  
JAN 1 2020  
Carrie Johnson



**MEMO**

**TO: Chokwe Antar Lumumba, Mayor  
City of Jackson**

**DATE: December 17, 2019**

**RE: Damage to City Property and Recovery of Repair Cost from  
Liberty Mutual Insurance Company**

On 04.17.19 driver of vehicle one (PC-1865, Officer Patrick Day, 2018 Ford Taurus) stated he was stopped at the red light on Old Canton Road (Madison, MS) facing north when he was struck in the rear by claimant (David Cotten, 2015 Chevrolet Silverado). City vehicle suffered damage to the rear bumper area.

David Cotten states he was behind City vehicle when he observed the vehicles in the left turn lane start to move. He stated he moved forward striking City vehicle in the rear. City driver was taken to the hospital via private vehicle.

Liberty Mutual Insurance Company issued a payment in the amount of \$4,461.77 for damage to the City property.

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

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**Carrie Johnson, Senior Deputy City Attorney  
Office of the City Attorney**

**CJ/tbp**

**Attachments**

CITY OF JACKSON  
ACCIDENT REPORT INVOLVING CITY VEHICLE

PROCESSED

Date of Accident 4/17/19 Time 2:45 AM/PM  
Date this form completed 4/17/19 Time 5:00 AM/PM

MAY 16 2019

BY Jbp

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # 1 Year 2018 Make Ford Type (Sedan, Pick-up, etc.) Sedan Dept Police Department  
2. Operator's Name CORPORAL PATRICK DAY #1002 Employee # \_\_\_\_\_ SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_  
3. City Driver License # 96810 State Driver License # \_\_\_\_\_  
4. Home address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_ Phone # \_\_\_\_\_  
5. Parts of vehicle damaged Back Bumper Approximate cost of repairs \$ N/A  
6. Location of Accident Madison Street and Old Canton Road  
7. Were the appropriate law enforcement officials notified immediately? Yes () No ()  
8. If not, why? \_\_\_\_\_ Yes \_\_\_\_\_  
9. Name of Investigating Officer City of Madison Badge # \_\_\_\_\_ Employee # \_\_\_\_\_ Case # \_\_\_\_\_  
10. Vehicle # 1 was going (North, East, Parked, etc.) North on Old Canton Road (Street)  
11. Name, Address, Zip Code & Phone # of Witness (s) \_\_\_\_\_ N/A

**COPY**  
for  
File  
Set-up

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year \_\_\_\_\_ Make \_\_\_\_\_ Type (Sedan, Pick-up, etc.) \_\_\_\_\_  
2. Operator's Name unk Phone # \_\_\_\_\_  
3. Street address \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
4. Parts of vehicle damaged \_\_\_\_\_ Approximate cost of repairs \$ N/A  
5. Vehicle # 2 was going (North, East, Parked, etc.) North on Old Canton Road (Street)

INDICATE  
NORTH  
BY ARROW

Remarks: Vehicle #1 was sitting at the red light on Old Canton Road and Madison Street, when vehicle #2 coming north on Old Canton Road and Madison Street and rear ended vehicle #1 causing damage to the rear bumper of vehicle #1.

RECEIVED

MAY 14 2019

RISK MANAGEMENT DIVISION

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

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

EMPLOYEE'S SIGNATURE [Signature] DATE 4/17/19

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

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

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

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

Supervisor's Signature [Signature]  
Supervisor's Printed Name Lt. Sequerra Banks #112 Supervisor's Employee # 06134 Date 04/17/19

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments \_\_\_\_\_

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

Department Head's Signature [Signature] Department 4088 Date 5/10/19  
Department Head's Printed Name Ricky E Robinson

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

VC 5/14/19

CLAIM OFFICE ADDRESS:  
P.O. BOX 461  
SAINT LOUIS, MO 63166-0461



B. CODE 404	CHECK REFERENCE 48594179	CHECK DATE 12/10/19
	CHECK AMOUNT ***\$4641.77	BLOCK NUMBER 001130

CONTACT: LOVE, TALIA  
PHONE: 1-800-2CLAIMS

INSURED NAME: COTTEN, DAVID

CLAIMANT NAME: CITY OF JACKSON

ACCIDENT DATE: 04/17/19

PAGE 1 OF 1  
U/W CO: LM GENERAL INSURANCE COMPANY  
OSN: VV0101121001-001545  
CLAIM NUMBER: 040384778-0003  
POLICY NUMBER: AOS-258-669851-408  
INSURED OPERATOR:

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			4641.77	4641.77	
		TOTAL CHARGE:		4641.77	
		TOTAL PAID:		4641.77	
		TOTAL DEDUCTIBLE:		0.00	
		TOTAL FEDERAL WITHHOLDING:		0.00	
		CHECK AMOUNT:		4641.77	

NOTES  
SUB CLAIM 13351

RECEIVED  
DEC 16 2019  
RISK MANAGEMENT DIVISION

PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE  
CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS



CITY OF JACKSON  
 CLAIMS/RISK MANAGEMENT DIVISION  
 REVENUE TRANSMITTAL FORM

DATE: 12/17/19

RECEIVED FROM: Liberty Mutual Insurance (David Cotten)  
 Insurance Company 9      Claimant 9      Bank 9      Overpayment 9      Other 9

Comments: CLAIM # 13351      D/L: 4/17/19      Vehicle # \_PC-1865\_  
 Division#: 001 442 40 6316

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

**Financial Data:**

Check# 48594179      \$ 4,641.77  
 Check# \_\_\_\_\_      \$ \_\_\_\_\_  
 Check# \_\_\_\_\_      \$ \_\_\_\_\_  
**TOTAL DEPOSIT \$ 4641.77**

Account Number (s)	Description of Payment	Amount Paid
<u>001 5795</u>	<u>DAMAGES TO PC 1865</u>	<u>\$4,641.77</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poullard

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.      CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS \* 001130  
 LAKE NARY, FL  
 P.O. BOX 461  
 SAINT LOUIS, MO 63166-0461

51-44/119  
 BANK OF AMERICA  
 HARTFORD, CT

\*PAY\*FOUR\*THOUSAND\*SIX\*HUNDRED\*FORTY\*ONE\*DOLLARS\*SEVENTY\*SEVEN\*CENTS\*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0508	404	CLAIM 040384778-0003	48594179	12/10/19

PAY TO THE ORDER OF

PAY \*\*\*\$4641.77

VOID IF NOT PRESENTED WITHIN 90 DAYS OF ISSUE DATE OF CHECK

CITY OF JACKSON  
 PO BOX 17  
 JACKSON MS 39205

*Mac Darrell Poullard*









OFFICE OF THE CITY ATTORNEY  
Dec. 31, 2019  
Hillman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC 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 #2019-1359 – 194 ROOSEVELT STREET – \$890.40 – WARD 7**

**WHEREAS**, on October 1, 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 September 10, 2019 for Case 2019-1359 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 Jones, 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 **194 ROOSEVELT STREET** for the sum of \$890.40; and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Street, 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 **194 ROOSEVELT STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$890.40 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #4  
Date: 1-21-20  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/13/2019**

**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>	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> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	<b>COST</b>	\$890.40	
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <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: *des* Jordan Hillman,  
Director Planning and Development

DATE: December 13, 2019

Ref: Agenda Item

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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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1359.

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

FILED  
DEC 31 2019  
OFFICE OF THE CITY ATTORNEY  
NOVUS


## 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 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 #2019-1359-194 ROOSEVELT STREET-\$890.40-WARD 7** is legally sufficient for placement in NOVUS Agenda.



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

12/3/19  
Date



OFFICE OF THE CITY ATTORNEY  
Dec. 9, 2019  
M. Hillman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1398 – 143 ADELLE STREET – \$696.56 – WARD 7**

**WHEREAS**, on October 29, 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 September 24, 2019 for Case 2019-1398 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 Jones, agreed to board up and secure structure(s) and/or 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 143 Adelle Street for the sum of \$696.56; 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 structure(s) and/or cut vegetation and remedy conditions on the property located at 143 Adelle Street deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$696.56 shall be paid to JONES LANDSCAPE AND CONTRACTOR SERVICES LLC for the services provided from funds budgeted for the Division.

Item: #5  
Date: 1-21-20  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 12/13/2019  
**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>	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>	\$696.56																																														
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 style="width:100%; border:none;"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> </table>		ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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Department of Planning and Development



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

## MEMORANDUM

*JH*  
TO: Mayor Chokwe A. Lumumba  
FROM: Jordan Hillman,  
Director Planning and Development  
DATE: December 13, 2019  
Ref: 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1398.

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

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO BOARD UP AND SECURE STRUCTURE(S) AND/OR 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 #2019-1398-143 ADELLE STREET-\$696.56-WARD 7** is legally sufficient for placement in NOVUS Agenda.



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

12/31/19  
Date

OFFICE OF THE CITY ATTORNEY  
Dec 31 2019  
UNWATKINS

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1441 – LOT EAST OF 2930 SHELIA DRIVE – \$1,320.00 – WARD 4**

**WHEREAS**, on November 12, 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 October 22, 2019 for Case 2019-1441 located in Ward 4 of the City of Jackson; and

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

**WHEREAS, IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, 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 EAST OF 2930 Shelia Drive for the sum of \$1,320.00; and

**WHEREAS, IVORY SERVICES LLC** has a principal office address of 321 Country Club Drive, Jackson, Mississippi 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at LOT EAST OF 2930 Shelia Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,320.00 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #6  
Date: 1-21-20  
By: Hillman, Lumumba



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

**12/18/2019**


**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> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
3.	<b>Who will be affected</b>	All City of Jackson residents																														
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																														
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	CITYWIDE																														
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																														
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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: December 18, 2019

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **IVORY 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1441.

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

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1441 - LOT EAST OF 2930 SHELIA DRIVE - \$1,320.00 - WARD 4** is legally sufficient for placement in NOVUS Agenda.

---

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

12/31/19  
Date

OFFICE OF THE CITY ATTORNEY  
Dec 31, 2019  
M. C. Hillman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1442 – LOT WEST OF 2955 SHELIA DRIVE – \$1,101.10 – WARD 4**

**WHEREAS**, on November 12, 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 October 22, 2019 for Case 2019-1442 located in Ward 4 of the City of Jackson; and

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

**WHEREAS**, **IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, 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 West of 2955 Shelia Drive for the sum of \$1,101.10; and

**WHEREAS**, **IVORY SERVICES LLC** has a principal office address of 321 Country Club Drive, Jackson, Mississippi 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at Lot West of 2955 Shelia Drive deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,101.10 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #7  
Date: 1-21-20  
By: Hillman, Lumumba

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

**12/18/2019**

**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.																																													
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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 Planning and Development

DATE: December 18, 2019

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **IVORY 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1442.

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) 960-1760

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1442 - LOT WEST OF 2955 SHELIA DRIVE - \$1,101.10 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



**Timothy Howard**, City Attorney

*Nakesha Watkins*, Legal Counsel *cnw*

Date

12/31/19

RECEIVED THE CITY ATTORNEY  
Dec - 31, 2019  
Nakesha Watkins

OFFICE OF THE CITY ATTORNEY  
Dec 8 2019

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY 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 #2019-1397 – LOT WEST OF 139 ADELLE COURT – \$558.60 – WARD 7**

**WHEREAS**, on October 29, 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 September 24, 2019 for Case 2019-1397 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**, **IVORY SERVICES LLC** appeared next on the rotation list and through its representative, Nancy Turner, 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 WEST OF 139 ADELLE COURT for the sum of \$558.60; and

**WHEREAS**, **IVORY SERVICES LLC** has a principal office address of 321 Country Club Drive, Jackson, Mississippi 39209.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **IVORY SERVICES LLC** to cut vegetation and remedy conditions on the property located at LOT WEST OF 139 ADELLE COURT deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$558.60 shall be paid to **IVORY SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #8  
Date: 1-21-20  
By: Hillman, Lumumba



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

**12/18/2019**


**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> <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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4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$558.60																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING (001-444-70-6447)																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: December 18, 2019

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **IVORY 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1397.

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

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES LLC TO CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1397 - LOT WEST OF 139 ADELLE COURT - \$558.60 - WARD 7 is legally sufficient for placement in NOVUS Agenda.

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

12/31/19  
Date

OFFICE OF THE CITY ATTORNEY  
Dec. 31, 2019  
LUMUMBA

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC 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 #2019-1381 – LOT SOUTH OF 1112 CRAFT STREET – \$1,046.50 – WARD 5**

**WHEREAS**, on October 29, 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 September 24, 2019 for Case 2019-1381 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** appeared next on the rotation list and through its representative, Donald Jones, 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 **LOT SOUTH OF 1112 CRAFT STREET** for the sum of \$1,046.50; and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Street, 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 **LOT SOUTH OF 1112 CRAFT STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,046.50 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #9  
Date: 1-21-20  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/13/2019**

**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>	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>	\$1,046.50
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 Planning and Development

DATE: December 13, 2019

Ref: Agenda Item

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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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1381.

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) 960-1766

## 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 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 #2019-1381- LOT SOUTH OF 1112 CRAFT STREET-\$1046.50-WARD 5** is legally sufficient for placement in NOVUS Agenda.

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

12/31/19  
Date

OFFICE OF THE CITY ATTORNEY  
NOV 20 01 2019

OFFICE OF THE CITY ATTORNEY  
UDC 01-299  
4/11/2019

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC 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 #2019-1452 – LOT WEST OF 1122 PASCAGOULA STREET – \$360.00 – WARD 3**

**WHEREAS**, on November 12, 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 October 22, 2019 for Case 2019-1452 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 Jones, 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 **LOT WEST OF 1122 PASCAGOULA STREET** for the sum of \$360.00; and

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** has a principal office address of 3172 Bilgray Street, 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 **LOT WEST OF 1122 PASCAGOULA STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$360.00 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #10  
Date: 1-21-20  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/13/2019**

**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>	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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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>	\$360.00																																														
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)																																														
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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: *Jen* Jordan Hillman,  
Director Planning and Development

DATE: December 13, 2019

Ref: Agenda Item

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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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1452.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

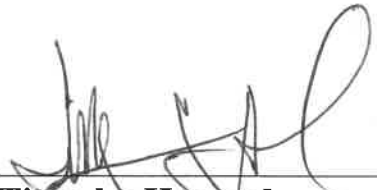
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

RECEIVED BY THE CITY ATTORNEY  
Nakesha Watkins  
Dec 31, 2019

## 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 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 PASCAGOULA STREET-\$360.00-WARD 3** is legally sufficient for placement in NOVUS Agenda.

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

12/31/19  
Date

OFFICE OF THE CITY ATTORNEY  
Dec 16, 2019  
Hillman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC 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 #2019-1400 – 131 ADELLE STREET – \$432.30 – WARD 7**

**WHEREAS**, on October 29, 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 September 24, 2019 for Case 2019-1400 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 Jones, 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 **131 ADELLE STREET** for the sum of \$432.30; and

**WHEREAS**, JONES LANDSCAPE AND CONTRACTOR SERVICES LLC has a principal office address of 3172 Bilgray Street, 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 **131 ADELLE STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$432.30 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #11  
Date: 1-21-20  
By: Hillman, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/13/2019**


**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> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	<b>COST</b>	\$432.30
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <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 _____



## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: December 13, 2019

Ref: 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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1400.

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  
Dec. 31, 2019  
N.Watkins

## 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 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 #2019-1400-131 ADELLE STREET-\$432.30-WARD 7** is legally sufficient for placement in NOVUS Agenda.



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

12/31/19

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

OFFICE OF THE CITY ATTORNEY  
Dec. 31, 2019  
M. Hillman

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC 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 #2019-1444 – 1222 CORINTH STREET – \$770.00 – WARD 5**

**WHEREAS**, on November 12, 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 October 22, 2019 for Case 2019-1444 located in Ward 5 of the City of Jackson; and

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

**WHEREAS**, **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** appeared next on the rotation list and through its representative, Donald Jones, 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 **1222 CORINTH STREET** for the sum of \$770.00; 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 **1222 CORINTH STREET** deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$770.00 shall be paid to **JONES LANDSCAPE AND CONTRACTOR SERVICES LLC** for the services provided from funds budgeted for the Division.

Item: #12  
Date: 1-21-20  
By: Hillman, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/13/2019**


**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>	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> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																																													
3.	<b>Who will be affected</b>	All City of Jackson residents																																													
4.	<b>Benefits</b>	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8.	<b>COST</b>	\$770.00																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	GENERAL FUNDING (001-444-70-6447)																																													
10.	<b>EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: December 13, 2019

Ref: Agenda Item

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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 respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1444.

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  
DEC 31 2019  
JML/CKW

## 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 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 #2019-1444-1222 CORINTH STREET-\$770.00-WARD 5** is legally sufficient for placement in NOVUS Agenda.

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

12/31/19  
**Date**

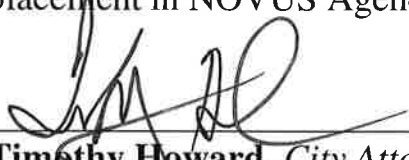
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
December 17, 2019  
Nakesha

## OFFICE OF THE CITY ATTORNEY

This **ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT** is legally sufficient for placement in NOVUS Agenda.

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

12/17/19  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
C. Drenth 12-29-19  
HILLMAN

**ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT**

**WHEREAS**, Section 67-1-101 of the Mississippi Code Annotated provides that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district; and

**WHEREAS**, Section 67-1-101 of the Mississippi Code Annotated requires that an ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

**WHEREAS**, municipalities that create Leisure and Recreation Districts authorize businesses within the district with alcoholic beverage permits issued by the Department of Revenue to allow patrons to leave the licensed premises with an open container of alcohol and carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

**WHEREAS**, the governing authority of the City has determined and hereby finds that the City of Jackson would benefit from the establishment of a Leisure and Recreation District within Highland Village by enhancing pedestrian-oriented areas; and

**WHEREAS**, the governing authority of the City has further determined that the establishment of a Leisure and Recreation District at Highland Village would be in the best interests of the City; and

**WHEREAS**, the governing authority of the City has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor, therefore, has agreed to direct that the Jackson Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the City's Leisure and Recreation District established pursuant to this Ordinance; and

**WHEREAS**, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

**WHEREAS**, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City hereby establishes a Leisure and Recreation District at Highland Village as more fully set forth herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1. ADOPTION OF FINDINGS:** The matters, facts and things recited in the above and foregoing Preamble to this Ordinance be, and they are hereby adopted as the official findings of the governing authority of the City.

**SECTION 2. TITLE:** This ordinance shall be known as **ORDINANCE ESTABLISHING HIGHLAND VILLAGE LEISURE AND RECREATION DISTRICT.**

Item: #13  
Date: 1-21-20  
by: Hillman, Lumumba

**SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICT:** Under the authority granted in Miss. Code Ann. § 67-1-101, the City does hereby establish a Leisure and Recreation District in Highland Village, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced map which is incorporated herein and attached hereto as Exhibit 1. The Leisure and Recreation District established herein shall be known as the “Highland Village Leisure and Recreation District” (the “District”) and shall have the boundaries incorporated herein and attached hereto as Exhibit 2.

**SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS:** Any on-premises retail alcoholic beverage permittee (a “permittee”) located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage, beer or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the District.
2. A person may not enter licensed premises with an open container or closed container of alcoholic beverage, beer or wine acquired outside the District.
3. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in containers possessing the insignia or indicia of a permittee or the District.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container. Permittees located in the District may allow alcoholic beverages to be removed from the licensed premises during the District’s hours of consumption, which are during the permittees’ hours of operation.
5. Nothing in this Ordinance shall require a permittee located in the District to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located along with an overview of the policies enacted to enforce this Ordinance. The map and policies shall be provided, either in electronic or paper form, to those permittees upon their request.
7. The purpose of this Ordinance being primarily to allow pedestrians to carry open containers as described in this Ordinance within the District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this Ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this Ordinance, containing an alcoholic beverage within the District in which it was purchased. Nothing in

this Ordinance shall be construed to allow patrons, guests or members of a permittee to leave the District as a pedestrian or passenger in a motor vehicle or non-motor vehicle of any kind while carrying an open container of an alcoholic beverage.

8. Each permittee shall be required to place trash receptacles, consistent with the specific design approved for the District, at an exit and/or entrance door of the licensed premises.

**SECTION 5. OUTSIDE CONSUMPTION OF BEER AND LIGHT WINE PERMITTED;**

**CONDITIONS:** Within the boundaries of the District, a permittee may also allow beer and light wine to be removed from the licensed premises subject to the same regulations and Alcoholic Beverages and Wine.

**SECTION 6. DEFINITION OF ALCOHOLIC BEVERAGES:** For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, including native wines. Within the boundaries of the District, a permittee may allow beer and light wine to be removed from the licensed premises as permitted in Section 4 of this Ordinance.

**SECTION 7. RESERVATION OF RIGHTS:** The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, upon at least thirty days written notice to all permittees located within the District.

**SECTION 8. PUBLIC SAFETY MEASURES:** The City, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services with the District as required by State Law. In addition, the Police and Fire Department shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this Ordinance shall amend or change any other ordinance pertaining to amplified music, noise, litter or loitering.

**SECTION 9. CONFLICTING ORDINANCES:** All ordinances or parts thereof in conflict with this Ordinance, to include without limitation, Chapter 10 of the Code of Ordinances of the City of Jackson, are hereby declared to be inapplicable within the geographic boundaries of the District.

**SECTION 10. EFFECTIVE DATE:** This ordinance shall be effective upon approval as required by law, execution and publication.

Department of Planning and Development



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

**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor

*JKH*  
**From:** Jordan Rae Hillman, AICP, Director

**Date:** December 4, 2019

**Subject:** Highland Village Leisure and Recreational District

The above ordinance creates a Leisure and Recreation District in Highland Village as set forth by House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district. Furthermore, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district.

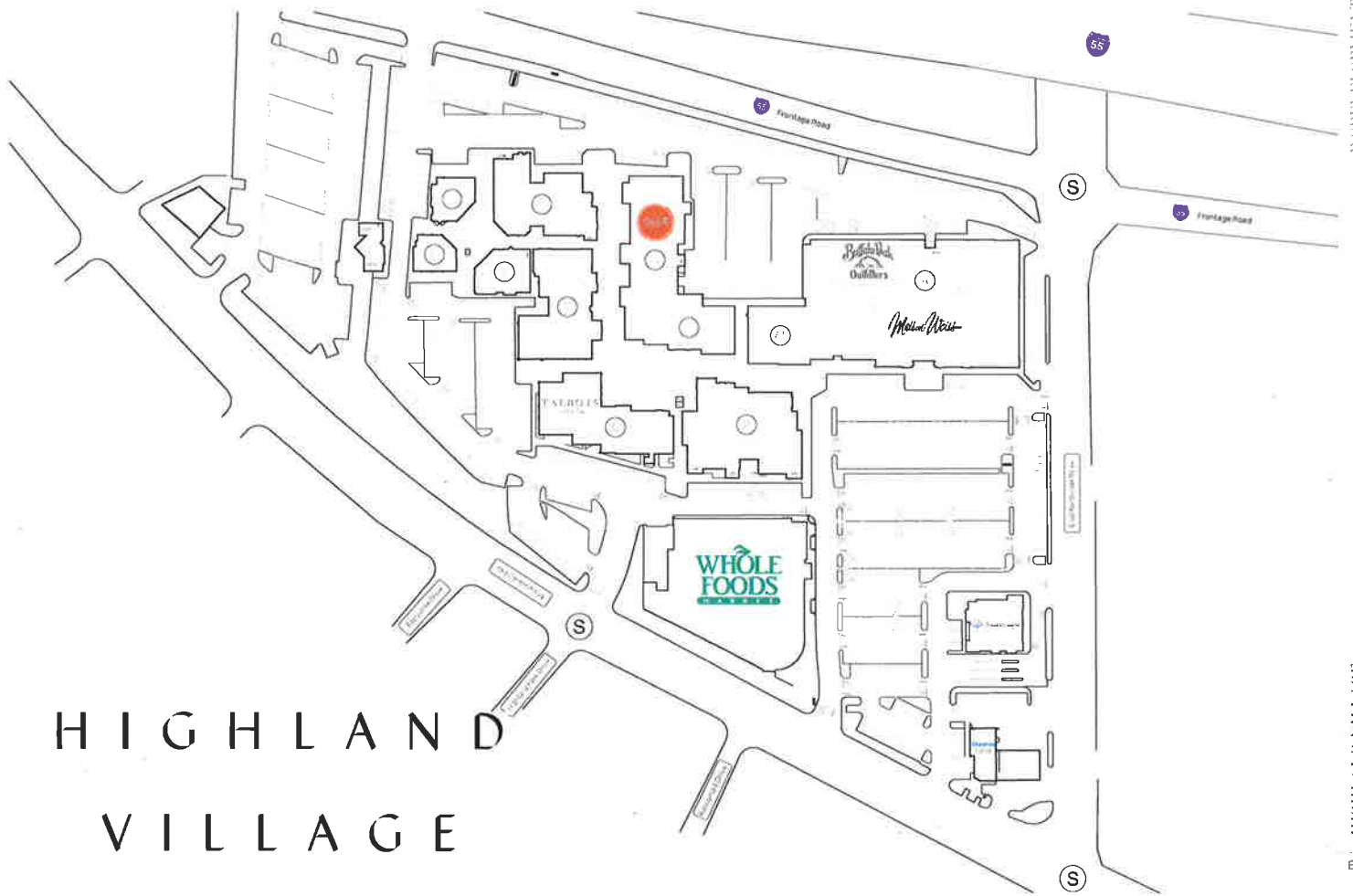


# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12-20-19

POINTS		COMMENTS																																																							
1.	Brief Description	ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN THE BOUNDARIES OF SAID DISTRICT																																																							
2.	Purpose	To allow pedestrians to carry open containers as described in this Ordinance within the District																																																							
3.	Who will be affected	Highland Village Patrons																																																							
4.	Benefits	To enhance to experience of their patrons																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	Location: <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Ward 7																																																							
7.	Action implemented by: <ul style="list-style-type: none"> <li>▪ City Department</li> <li>▪ Consultant</li> </ul>	Office of Planning Development																																																							
8.	COST	No Cost																																																							
9.	Source of Funding <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant</li> <li>▪ Bond</li> <li>▪ Other</li> </ul>																																																								
10.	EBO participation  See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: center;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">___</td> <td style="width: 10%;">X</td> <td style="width: 10%;">___</td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> <td>___</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> <td>___</td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> <td>___</td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>X</td> <td>___</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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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	X	___																																															

# HIGHLAND VILLAGE



WSE DEVELOPMENT  
 13500 130th Street, Lincoln, NE 68224  
 402.491.8800 | www.wsedevelopment.com

HIGHLAND VILLAGE  
 4000 130th Street, Lincoln, NE 68224  
 402.491.8800 | www.wsedevelopment.com

Exh 02/10/19

## Exhibit 2

### Legal Description

A parcel of land situated in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being a part of Lots 1 and 2 of the J.O. Trawick Estate Subdivision and Lots 3 and 4 of Shamrock Hill Subdivision (including a part of Spruce Street which is now closed and abandoned) and being more particularly described as follows, to wit:

Commence at the Northeast corner of Lot 1 of the J.O. Trawick Estate Subdivision as recorded in Plat Book 5 at Page 9 of the Chancery Records of the First Judicial District of Hinds County at Jackson, Mississippi said point being the POINT OF BEGINNING for the parcel herein described; thence South  $89^{\circ}44'38''$  West for a distance of 278.80 feet along the southern right of way line of Northside Drive to the intersection of the said southern line of Northside Drive with the eastern right of way line of Interstate Highway No. 55; thence South  $19^{\circ}19'48''$  West for a distance of 6.14 feet along the said eastern right of way line of Interstate Highway No. 55 to a "PK" nail set; thence South  $40^{\circ}03'01''$  West for a distance of 65.79 feet along the said eastern right of way line of Interstate Highway No. 55 to a  $\frac{3}{4}$ " rebar with cap set; thence South  $12^{\circ}24'00''$  West for a distance of 218.59 feet along the said eastern right of way line of Interstate Highway No. 55 to a "PK" nail set; thence run 11.92 feet along the arc of a 3336.05 foot radius curve to the right along the said eastern right of way line, said arc having an 11.92 foot chord which bears South  $14^{\circ}47'48''$  West; thence South  $14^{\circ}53'57''$  West for a distance of 249.70 feet along the said eastern right of way line of Interstate Highway No. 55; thence run 239.33 feet along the arc of a 5703.58 foot radius curve to the left along the said eastern right of way line, said arc having a 239.31 foot chord which bears South  $13^{\circ}41'49''$  West; thence South  $45^{\circ}42'10''$  East for a distance of 18.84 feet along the said eastern right of way line; thence run 10.95 feet along the arc of a 5687.58 foot radius curve to the left along the said eastern right of way line, said arc having a 10.95 foot chord which bears South  $12^{\circ}20'23''$  West; thence run 38.27 feet along the arc of a 5687.58 foot radius curve to the left along the said eastern right of way line, said arc having a 38.27 foot chord which bears South  $12^{\circ}05'31''$  West; thence South  $11^{\circ}53'57''$  West for a distance of 20.41 feet along the said eastern right of way line; thence South  $69^{\circ}53'37''$  West for a distance of 18.87 feet along the said eastern right of way line; thence South  $11^{\circ}53'57''$  West for a distance of 43.55 feet along the said eastern right of way line; thence run 143.57 feet along the arc of a 4609.66 foot radius curve to the right along the said eastern right of way line, said arc having a 143.56 foot chord which bears South  $12^{\circ}47'29''$  West; thence leave said eastern right of way line of Interstate Highway No. 55 and run South  $88^{\circ}11'25''$  East for a distance of 186.84 feet; thence South  $88^{\circ}40'00''$  East for a distance of 24.69 feet to the centerline of Spruce Street (now closed) to an iron pin; thence South  $00^{\circ}35'40''$  East for a distance of 22.17 feet along the said centerline of Spruce Street (now closed); thence run 10.20 feet along the arc of a 113.81 foot radius curve to the left along the said centerline of Spruce Street (now closed) to a drilled hole in a concrete wall, said arc having a 10.20 foot chord which bears South  $03^{\circ}09'44''$  East; thence South  $26^{\circ}00'14''$  East for a distance of 81.22 feet along the northeastern boundary of the

property conveyed from Earl W. Stanton to Bankers Trust in Deed Book 2014 at Page 231 of the Chancery Records of Hinds Country, Mississippi, to a drilled hole in a concrete wall which marks the intersection of the said centerline of Spruce Street (now closed) with the western right of way line of Old Canton Road; thence North  $47^{\circ}13'09''$  East for a distance of 25.0 feet along the said western right of way line of Old Canton Road; thence North  $45^{\circ}18'19''$  East for a distance of 336.30 feet along the said western right of way line of Old Canton Road; thence North  $41^{\circ}41'09''$  East for a distance of 174.40 feet along the said western right of way line of Old Canton Road; thence North  $38^{\circ}17'39''$  East for a distance of 44.27 feet along the said western right of way line of Old Canton Road; thence North  $38^{\circ}18'09''$  East for a distance of 59.35 feet along the said western right of way line; thence North  $30^{\circ}30'38''$  East for a distance of 138.60 feet along the said western right of way line; thence North  $26^{\circ}48'38''$  East for a distance of 127.01 feet along the said western right of way line; thence North  $26^{\circ}48'38''$  East for a distance of 86.19 feet along the said western right of way line; thence North  $26^{\circ}37'38''$  East for a distance of 409.20 feet along the said western right of way line of Old Canton Road to the said southern right of way line of Northside Drive; thence leave said western right of way line of Old Canton Road and run South  $89^{\circ}44'38''$  West for a distance of 481.79 feet along the said southern right of way line of Northside Drive to the POINT OF BEGINNING, containing 15.0069 acres more or less.

**ORDER RESCINDING THE OCTOBER 29, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INOBBAR LLC DBA NOVUSOLUTIONS (“NOVUSOLUTIONS”) FOR THE REPLACEMENT OF NOVUSAGENDA AND VIDEO SUBSCRIPTION**

**WHEREAS**, on October 29, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with Inobbar LLC dba NovusSolutions (“NovusSolutions”) to replace the existing NovusAgenda and Video Subscription; and

**WHEREAS**, shortly after obtaining City Council approval, it was discovered the wrong account number for the Technology Fund was used on the 10 Point Form; and

**WHEREAS**, the accurate account number on the 10 Point Form has been amended.

**IT IS HEREBY ORDERED THAT**, the October 29, 2019 order authorizing the Mayor to execute an agreement with NovusSolutions be rescinded as indicated.

Item: #16  
Date: 1-21-20  
By: Horton, Lumumba

Department of Administration



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

## MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director  
Department of Administration

A handwritten signature in blue ink, appearing to read "LW", is written over the name "LaaWanda Horton" in the "From" field.

Date: November 4, 2019

Re: Rescinding the October 29, 2019 order for NovusAgenda Replacement

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On October 29, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute an agreement with Inobbar LLC dba NovusSolutions ("NovusSolutions") to replace the existing NovusAgenda and Video Subscription for the City Clerk's Office. Shortly after obtaining the City Council approval it was discovered the wrong account number was used on the 10-point form. To correct this error, an order rescinding the October 29, 2019 order is attached and a corrected agenda item was developed.

LW/rb

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

**11-4-2019**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>			
1.	<b>Brief Description</b>	Rescinding purchase of Agenda system to help the council and City Clerk's Office.			
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. Changes in City Government 2. Quality of Life			
3.	<b>Who will be affected</b>	City Council, City Clerk's Office, Mayor's Office, and City Departments.			
4.	<b>Benefits</b>	This will allow the corrected agenda item to be introduced			
5.	<b>Schedule (beginning date)</b>	January 1, 2020 to December 31, 2020			
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide			
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Clerk			
8.	<b>COST</b>	\$34,422.00			
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Account # 004-90400-6847			
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 _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*OK*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RESCINDING THE OCTOBER 29, 2019 ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INOBBAR LLC DBA NOVUSOLUTIONS ("NOVUSSOLUTIONS") OR THE REPLACEMENT OF OVUSAGENDA AND VIDEO SUBSCRIPTION** is legally sufficient for placement in NOVUS Agenda.

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

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

*12/17/19*  
\_\_\_\_\_  
**Date**



OFFICE OF THE CITY MGR  
12/2/20  
-7-

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, FORMALLY INOBBAR LLC DBA NOVUSOLUTIONS (“NOVUSOLUTIONS”) FOR THE REPLACEMENT OF NOVUSAGENDA AND VIDEO SUBSCRIPTION.**

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) purchased NovusAgenda in 2012; and

**WHEREAS**, the NovusAgenda software provides an easy way to create, track and publish agenda items for the City council; and

**WHEREAS**, the maintenance for NovusAgenda expired on December 31, 2019; and

**WHEREAS**, the replacement of NovusAgenda is recommended; and

**WHEREAS**, Granicus is offering a replacement which provides an appliance for video housing and playback, a Meeting Efficiency Suite, Government Transparency Suite, Open Platform Suite, Encoding appliance software, and a Peak Agenda Management at a cost of \$27,672.00 and a one-time fee of \$6,750.00; and

**WHEREAS**, the replacement of NovusAgenda and the new subscription needs for this system have been analyzed and the purchase of this replacement and subscription is recommended.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute and sign an agreement with Granicus for the replacement of NovusAgenda to the new appliance and suites, at a cost of \$34,422.00 for the period beginning at the date of execution through December 31, 2020.

**IT IS FURTHER ORDERED** that authorization be granted for automatic renewal of Granicus maintenance on an annual basis, at a cost not to exceed \$34,422.00.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all documents necessary to affect this Order.

Item: #17  
Date: 1-21-20  
By: Horton, Lumumba



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
12/2/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, FORMALLY INOBBAR LLC DBA NOVUSOLUTIONS ("NOVUSOLUTIONS"), FOR THE REPLACEMENT OF NOVUSAGENDA AND VIDEO SUBSCRIPTION** is legally sufficient for placement in NOVUS Agenda.

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

12/2/20  
\_\_\_\_\_  
Date

Briana Keeler, *Deputy City Attorney* 

Department of Administration



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

## MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director Administration *LWH*

Date: December 30 2019

Re: NovusAgenda Replacement

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The City of Jackson purchased NovusAgenda from Inobbar LLC dba NovusSolutions ("NovusSolutions"). The City uses the NovusAgenda software for its agenda system.

The maintenance agreement for NovusAgenda expires on December 31, 2019 and must be renewed or replaced. Information System, in coordination with the City Clerk's Office, recommends the replacement of the current NovusAgenda system. Granicus has offered a Video appliance along with a suite of applications to provide meeting, transparency, and encoding management of the city council meetings. The replacement of the current system will benefit all City departments by ensuring that our city agenda system is running at optimal performance levels.

This replacement requires a one-time setup fee of \$6,750.00 and a subscription fee of \$27,672.00. The total cost is \$34,422.00.

I recommend that we replace this system.

LH/rb

## Exhibit A Granicus Proposal for Jackson MS

### Granicus Contact

**Name:** Trey McPhaul

**Phone:** 678-896-8427

**Email:** trey.mcphaul@granicus.com

### Proposal Details

**Quote Number:** Q-71387

**Prepared On:** 6/20/2019

**Valid Through:** 1/30/2020

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on 1/1/2020 and will continue for 12 months.

### Terminating Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
NovusAGENDA - Maintenance	Annual	0 Each	\$3,952.00
NovusVideo (3rd Party)	Annual	0 Each	\$6,240.00
Video Novus (Passthrough)	Annual	0 Each	\$12,480.00
		<b>SUBTOTAL:</b>	<b>\$22,672.00</b>

*Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Customer's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.*

*Customer will continue to have access to and use the terminating solution until the new solution is deployed.*

*Upon the deployment of Customer's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Customer's terminating solution.*

<b>One-Time Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>One-Time Fee</b>
Meetings Server (ME) - Setup and Configuration	Up Front	4 Hours	\$900.00
Minutes Template (ME) - Setup and Configuration	Up Front	1 Each	\$0.00
Minutes - Online Training	Upon Delivery	6 Hours	\$1,350.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
View Template (GT) - Setup and Configuration	Up Front	1 Hours	\$0.00
Player Template (GT) - Setup and Configuration	Up Front	1 Hours	\$0.00
Standard Agenda Template - Setup and Configuration	Up Front	1 Each	\$0.00
Live Manager (GT) - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Government Transparency - Setup and Configuration	Up Front	1 Hours	\$0.00
Peak Agenda Management Standard Agenda Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Up Front	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup and Configuration	Up Front	1 Hours	\$0.00
		<b>SUBTOTAL:</b>	<b>\$6,750.00</b>

<b>Annual Fees for New Subscriptions</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Meeting Efficiency Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$11,556.00
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,200.00
Peak Agenda Management	Annual	1 Each	\$14,916.00
		<b>SUBTOTAL:</b>	<b>\$27,672.00</b>

**Product Descriptions**

Name	Description
<b>Meeting Efficiency Suite</b>	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to one Granicus platform site</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• One MS Word or HTML minutes template (additional templates can be purchased if needed)</li> </ul>
<b>Meetings Server (ME) - Setup and Configuratio</b>	Initial set up and implementation of video encoder
<b>Minutes Template (ME) - Setup and Configuratio</b>	Initial set up and implementation of one minutes template
<b>Minutes - Online Training</b>	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
<b>Government Transparency Suite</b>	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable webpage.
<b>Open Platform - Setup and Configuratio</b>	Setup and configuration for Open Platform
<b>Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)</b>	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.

**Product Descriptions**

Name	Description
<b>Granicus Encoding Appliance Software (GT)</b>	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
<b>Granicus Encoding Appliance Hardware - Setup &amp; Confi</b>	Remote configuration and deployment of an encoding appliance.
<b>US Shipping Charge C - Large Item</b>	US shipping of a large item
<b>View Template (GT) - Setup and Configuratio</b>	Initial set up and implementation of viewpage template
<b>Player Template (GT) - Setup and Configuratio</b>	Initial set up and implementation of video player template
<b>Standard Agenda Template - Setup and Configuratio</b>	Initial set up and implementation of one standard agenda template
<b>Live Manager (GT) - Setup and Configuratio</b>	Initial set up and implementation of LiveManager, ensuring timestamp capabilities for meeting agendas
<b>Granicus Video - Online Training</b>	Granicus Video - Online Training
<b>Government Transparency - Setup and Configuratio</b>	Setup and configuration for Government Transparency
<b>Peak Agenda Management</b>	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to one Granicus platform site</li> <li>• Access to one Peak Agenda Management site</li> <li>• Design services for one public view page portal</li> <li>• Design services for one Agenda report template</li> <li>• Design services for one Cover Page report template</li> </ul>



**Product Descriptions**

<b>Name</b>	<b>Description</b>
<b>Peak Agenda Management Standard Agenda Report</b>	Professional service for designing an additional Peak agenda report.
<b>Peak Agenda Management Standard Minutes Report</b>	Professional service for designing an additional Peak minutes report.
<b>Peak Agenda Management Standard Cover Page Report</b>	Professional service for designing an additional Peak cover page report.
<b>Peak - Online Training</b>	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
<b>Peak - Setup and Configuratio</b>	Setup and configuration of Peak Agenda

### Terms and Conditions

- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.
- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-71387 dated 6/20/2019 are incorporated into this Purchase Order by reference.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

### Billing Information

Name:

Phone:

Email:

Address:

### Jackson MS

Signature:

Name:

Title:

Date:

## First Amendment to the Granicus Service Agreement between Granicus, LLC and Jackson MS

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Jackson MS (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 1/1/2019 (the "Agreement"); and

WHEREAS, Client wishes to hereby remove NovusAgenda - Maintenance, Videor Novus (Passthrough), NovusVideo (3rd Party) and add certain products and services as detailed in Q-71387, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

#### Jackson MS

Signature:

Name:

Title:

Date:

#### Granicus

Signature:

Name:

Title:

Date:



# Granicus Video

## A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



Searchable, indexed content



Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



# Minutes

## Modernize and simplify meeting minutes creation

Granicus Minutes reduces labor, and streamlines minutes creation by electronically capturing roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. When a meeting ends, the tool transfers captured content to a minutes document, allowing users to finalize minutes quickly and easily in Microsoft Word.

With content 75-80% complete at the time the meeting ends, Minutes saves

staff countless hours in their post-meeting workflow.

Minutes can also integrate with other Granicus products to further streamline the meeting process. Import agendas directly from agenda management systems, digitally capture vote results with VoteCast, and publish minutes alongside indexed meeting recordings using Granicus Video.



Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes



# Peak Agenda Management

## Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



Paperless agenda review and collaboration



Access via web browser



Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
1-11-20

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE SUPPORT AND MAINTENANCE ON INCCODE COURT CASE MANAGEMENT SOFTWARE** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_ 11/5/20

**Timothy Howard**, *City Attorney*

**Date**

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



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR THE SUPPORT AND MAINTENANCE ON INCODE COURT CASE MANAGEMENT SOFTWARE**

**WHEREAS**, TYLER TECHNOLOGIES, INC has proposed a maintenance contract that covers all software and support for the existing TYLER TECHNOLOGIES software, which comprises the Municipal Court Case Management System; and

**WHEREAS**, the need for maintenance for all TYLER TECHNOLOGIES SOFTWARE has been analyzed by the Information Systems Division of the Department of Administration, and execution of the proposed maintenance agreement with TYLER TECHNOLOGIES is recommended.

**WHEREAS**, TYLER TECHNOLOGIES is the sole source provider of Incode Case Management Software products and the only company authorized to provide development and support services for this software.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with TYLER TECHNOLOGIES, INC. to provide maintenance of software for the City of Jackson's Municipal Court Case Management System, with said maintenance being provided at a cost of \$73,251.69, from the date of execution through October 31, 2020.

Item: #18  
Date: 1-21-20  
By: Horton, Lumumba



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

01/13/2020  
DATE

(as revised 3/6/01)

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description</b>	Maintenance Agreement with Tyler Technologies			
2.	<b>Purpose</b>	To provide software support for Municipal Court Case Management System			
3.	<b>Who will be affected</b>	Administration			
4.	<b>Benefits</b>	Provide software support and maintenance for the Court Management System			
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>	Information Systems			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Administration			
8.	<b>COST</b>	\$73,251.69			
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"/>	Technology Fund – 004.904.00.6464			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___ yes ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



## MEMORANDUM

DATE: January 13, 2020

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Horton, Director of Administration *LWH*

SUBJECT: Maintenance contract with Tyler Technologies for Incode Case Management Software Support

The attached agenda item addresses a maintenance contract with Tyler Technologies to provide support and service for the Municipal Court Case Management System. This Court Management support agreement allows us to stay current with the latest versions of Tyler Technologies's Incode software. With this agreement, we are entitled to download and install patches and receive first line technical support for the product. Tyler Technologies is the sole source provider of the Incode Case Management Software products. Tyler Technologies is the only company authorized to provide development and support services for this software.

The cost of this annual contract is \$73,251.69 for the period of one year. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current-term. As funds are available for this purchase from the technology fund, and staff from the Department of Administration have reviewed this contract for technical soundness, I am recommending the execution of this maintenance contract.

/mjr



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Quote

No	Date	Page
025-272387	01/02/2020	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: City of Jackson  
 Finance Division/Accounts Payable  
 PO Box 17  
 Jackson, MS 39205

Ship To: City of Jackson  
 Finance Division/Accounts Payable  
 PO Box 17  
 Jackson, MS 39205

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency
47823 - 12359 - 12359	111448		USD

Date	Description	Units	Rate	Extended Price
Contract No.: Jackson, City of, MS				
	Incode Court Case Management Suite	1	48,818.39	48,818.39
	Maintenance: Start: 01/Nov/2019, End: 31/Oct/2020			
	Incode Content/Document Management Suite - Maintenance	1	13,781.42	13,781.42
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	TylerU	1	4,000.00	4,000.00
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	Tyler OnDemand - Application Availability Services (Lite)	1	5,000.00	5,000.00
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	Annual fee to support and host Web Site	1	0.00	0.00
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	System Software - Maintenance	1	1,651.88	1,651.88
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	INCODE Court Online Component - Annual Fee	1	0.00	0.00
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	73,251.69
Sales Tax	0.00
<b>Total</b>	<b>73,251.69</b>



September 29, 2017

To Whom It May Concern:

Tyler Technologies is the publisher and sole provider of annual licensing and support for the Incode Software. No other businesses or entities are licensed for sale or support in Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Joiner", written in a cursive style.

Janet Joiner  
EVP – Finance  
Local Government Division

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
11-14-20

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE BRAZOS SOFTWARE SUPPORT AND INTERFACE TO MUNICIPAL COURT SOFTWARE** is legally sufficient for placement in NOVUS Agenda.

 \_\_\_\_\_ 11/5/20

**Timothy Howard**, *City Attorney*

**Date**

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

OFFICE OF THE CITY ATTORNEY  
8/11/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR THE BRAZOS SOFTWARE SUPPORT AND INTERFACE TO MUNICIPAL COURT SOFTWARE**

**WHEREAS**, TYLER TECHNOLOGIES, INC has proposed a maintenance contract that covers all Brazos software and support for the existing TYLER TECHNOLOGIES Brazos technology software and interface to the Municipal Court Case Management System; and

**WHEREAS**, the need for maintenance for all TYLER TECHNOLOGIES Brazos Software has been analyzed by the Information Systems Division of the Department of Administration, and execution of the proposed maintenance agreement with TYLER TECHNOLOGIES is recommended.

**WHEREAS**, TYLER TECHNOLOGIES is the sole source provider of Brazos Software products and the only company authorized to provide development and support services for this software.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with TYLER TECHNOLOGIES, INC. to provide maintenance of software for the City of Jackson's Brazos Software, with said maintenance being provided at a cost of \$12,042.94 from the date of execution through October 31, 2020.

Item: #19  
Date: 1-21-20  
By: Horton, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/13/2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	<b>Brief Description</b>	Maintenance Agreement for Brazos Software Support
2.	<b>Purpose</b>	To provide software support for Brazos
3.	<b>Who will be affected</b>	Administration
4.	<b>Benefits</b>	Provide Brazos software support and maintenance for Website and Interface to Incode Court System
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>	Information Systems
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	Administration
8.	<b>COST</b>	\$12,042.94
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"/>	Technology Fund – 004.904.00.6464
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

DATE: January 13, 2020

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Horton, Director of Administration *LBH*

SUBJECT: Maintenance contract with Tyler Technologies for Brazos Software Support and Interface to Incode Court Management System

The attached agenda item addresses a maintenance contract with Tyler Technologies to provide support and service for the Brazos Handheld Ticket writer software and interface to the Incode Court Management System. This software was implemented August 3, 2015. This support agreement allows us to stay current with the latest versions of Tyler Technologies Brazos Handheld ticket writer software. With this agreement, we are entitled to download and install patches and upgrades and receive updates to the Brazos website and support assistance for the interface to the Court System. Tyler Technologies is the sole source provider of the Brazos Technology software. Tyler Technologies is the only company authorized to provide development and support services for this software.

The cost of this annual contract is \$12,042.94 for the period of one year. The term will renew automatically for one additional year unless terminated in writing by either party at least thirty (30) days prior to the end of the current-term. As funds are available for this purchase from the technology fund, and staff from the Department of Administration have reviewed this contract for technical soundness, I am recommending the execution of this maintenance contract.

/mjr





**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Quote

<b>No</b>	<b>Date</b>	<b>Page</b>
130-8975	01/02/2020	1 of 1

**Questions:**  
 Tyler Technologies - Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: City of Jackson  
 Finance Division/Accounts Payable  
 PO Box 17  
 Jackson, MS 39205

Ship To: City of Jackson  
 219 South President St.  
 Jackson, MS 39205-001

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>
47823 - 12359 - MAIN	5693		USD

Date	Description	Units	Rate	Extended Price
Contract No.: Jackson, City of, MS				
	Brazos RDC Software Maintenance	27	417.33	11,267.91
	Maintenance Start: 01/Nov/2019, End: 31/Oct/2020			
	Brazos Interface to Court Maintenance	1	775.03	775.03
	Maintenance: Start: 01/Nov/2019, End: 31/Oct/2020			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

<b>Subtotal</b>	12,042.94
<b>Sales Tax</b>	0.00
<b>Total</b>	12,042.94



September 29, 2017

To Whom It May Concern:

Tyler Technologies is the publisher and sole provider of annual licensing and support for the Incode Software. No other businesses or entities are licensed for sale or support in Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Joiner". The signature is fluid and cursive, with a large loop at the end.

Janet Joiner  
EVP – Finance  
Local Government Division

#20

Office of the City Attorney

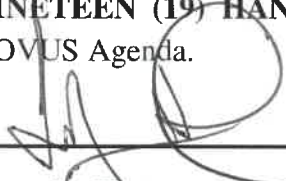

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi  
Telephone: (601) 960-1709  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

OFFICE OF THE CITY ATTORNEY  
1-14-20

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE BRAZOS HARDWARE SUPPORT FOR NINETEEN (19) HANDHELD TICKETWRITERS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Timothy Howard, City Attorney** **Date** 1/15/20  
**Briana Keeler, Deputy City Attorney** 

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR THE BRAZOS HARDWARE SUPPORT FOR NINETEEN (19) HANDHELD TICKETWRITERS**

**WHEREAS**, TYLER TECHNOLOGIES, INC has proposed a maintenance contract to include hardware support for nineteen (19) of the existing Tyler Technologies Brazos handheld ticket writers model MC67; and

**WHEREAS**, the need for maintenance for nineteen (19) model MC67 TYLER TECHNOLOGIES Brazos ticketwriter hardware has been analyzed by the Information Systems Division of the Department of Administration, and execution of the proposed maintenance agreement with TYLER TECHNOLOGIES is recommended.

**WHEREAS**, TYLER TECHNOLOGIES is the sole source provider of Brazos Hardware products and the only company authorized to provide development and support services for this software.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with TYLER TECHNOLOGIES, INC. to provide maintenance of hardware for the City of Jackson's Brazos ticket writers said maintenance being provided at a cost of \$7,929.27 from the date of execution through October 31, 2020.

Item: #20  
Date: 1-21-20  
By: Horton, Lumumba

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/13/2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS
1.	<b>Brief Description</b>	Maintenance Agreement for Brazos Hardware Support
2.	<b>Purpose</b>	To provide software support for 19 Brazos Handhelds
3.	<b>Who will be affected</b>	Administration
4.	<b>Benefits</b>	Provide Brazos support for 19 ticket writers model MC67
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>	Information Systems
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Administration
8.	<b>COST</b>	\$7,929.27
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"/>	Technology Fund -- 004.904.00.6464
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 _____



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Quote**

No	Date	Page
130-9021	01/02/2020	1 of 1

**Questions:**  
 Tyler Technologies - Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: City of Jackson  
 219 South President St.  
 Jackson, MS 39205-001

Ship To: City of Jackson  
 219 South President St.  
 Jackson, MS 39205-001

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency
47823 - MAIN - MAIN	5694		USD

Date	Description	Units	Rate	Extended Price
Contract No.: Jackson, City of, MS				
	Brazos RDC Software Maintenance	19	417.33	7,929.27
Maintenance Start: 01/Nov/2019, End: 31/Oct/2020				

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	7,929.27
Sales Tax	0.00
<b>Total</b>	<b>7,929.27</b>

Department of Administration



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

## MEMORANDUM

DATE: January 13, 2020

TO: Mayor Chokwe A. Lumumba

FROM: LaaWanda Horton, Director of Administration *LWH*

SUBJECT: Maintenance contract with Tyler Technologies for Brazos Handheld Ticket writer Hardware Support

This letter is written to provide justification to pay for support and service for the Brazos Handheld Ticket writer hardware. This support agreement allows us receive hardware support for Tyler Technologies's Brazos Handheld ticket writers. This agreement will cover hardware support for nineteen (19) handheld ticket writers. Tyler Technologies is the sole source provider of the Brazos Technology hardware. Tyler Technologies is the only company authorized to support services for this hardware.

The cost of this one year maintenance contract is \$7,929.27.

fw/mjr



September 29, 2017

To Whom It May Concern:

Tyler Technologies is the publisher and sole provider of annual licensing and support for the Incode Software. No other businesses or entities are licensed for sale or support in Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Joiner", written in a cursive style.

Janet Joiner  
EVP – Finance  
Local Government Division





CITY OF JACKSON, MISSISSIPPI  
AGENDA ITEM DETAIL

---

**ORDER REVISING MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020 (HORTON, LUMUMBA)**

1. **Brief Description/Purpose:** ORDER REVISING MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020 (HORTON, LUMUMBA)
2. **Public Policy Initiative:**
3. **Who will be affected?**
4. **Benefits:**
5. **Schedule:**
6. **Location:**
7. **Action implementd by:**
8. **COST:**
9. **Source of Funding:**
10. **EBO Participation:**

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**Contract Information-** if applicable

**Vendor Name:**

**Department Contact:**

**Contract Value:**

**Contract Start Date:**

**Contract End Date:**

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**ATTACHMENTS:**

Description	Upload Date	Type
No Attachments Available		

**ORDER APPOINTING MS. MONIQUE DAVIS TO THE JACKSON CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS.**

**WHEREAS**, the Jackson Convention and Visitors Bureau Board of Directors consists of nine Members, with each serving four-year terms: Two (2) Members representing the Hotel/Motel Industry; Two (2) Members representing the Restaurant Industry; One (1) Member representing the Business Community; One (1) Member representing the Arts Community; One (1) Member representing the Education Community; One (1) Member representing the Attractions Industry; and One (1) At-Large-Member; and

**WHEREAS**, the term of Ms. Monique Davis has expired, thereby creating a vacancy; and

**WHEREAS**, Ms. Monique Davis, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy; and

**IT IS THEREFORE ORDERED** that the Mayor's nomination of Ms. Monique Davis to the Jackson Convention and Visitors Bureau be confirmed with said term to expire January 21, 2024.

Item: #22  
Date: 1-21-20  
By: Lumumba

**MONIQUE DAVIS, CPA AND WORKING ARTIST**

559 Lexington Ave ☎ Jackson, MS 39209 ☎ 601-906-4882 ☎  
moniquedavis648@gmail.com

**Expertise**

- Facilitating to build consensus
- Communicating ideas effectively in many different media platforms
- Creating new funding streams and grant opportunities
- Working collaboratively with community stakeholders
- Translating long-term goals into actionable items for implementation
- Determining and utilizing the strengths and capacities of others
- Engaging community members and creating action plans for implementation
- Creating images to invoke feelings of connection and belonging

**Recent Artistic Accomplishments**

**2018-** Taught 3rd and 4th graders the “Art of Cartooning” at Jackson State University, and the work they created was shown in the Fine Arts Building.

**2018-** Exhibited in Roger D. Malkin Gallery June, 2018

**2017-** Received a grant from Alternate ROOTS to deepen artistic practice.

**2016-** Exhibited “Children in the Movement” mixed media work at the Mississippi Museum of Art.

**2016 -** Displayed 3 dimensional works at the Turquoise Moon Gallery opening in Midtown.

**2015-** Selected from a field of 100 candidates to represent MS as a Cultural Agent with the USDAC (United States Department of Arts and Culture). In that role I created a participatory arts based event titled “All are Welcome, All Belong”

**2014-** Artist in Residence for Walton Elementary School.

**2012-** Taught african mask making and symbology at St Frances de Sales School in Washington D.C.

**Job History**

**Mississippi Museum of Art**

**Managing Director for the Center for Art and Public Exchange    April 2016-Present**

Responsible for creating and developing programming and exhibitions that explore issues of race and equity using art as an anchoring object. Convened the first Community Advisory Council, which will be used to inform programming and deepen the Museum’s relationship to the Jackson community. Presented at national convenings

of museum professionals to share the innovative practices that are being implemented through the CAPE program.

**Director of Museum Culture and Experience**

**April 2016-October 2018**

Directed and managed Visitor Services staff, with the goal of creating a welcome, inclusive, and accessible environment where museum visitors and members are valued and retained. Expanded community relationships by creating programming that encourages members to further engage with visual arts using stories and personal experiences. Grew attendance to the monthly community meeting by 30% and diversified attendance. Responsible for training the Visitors Services Associates, recruiting volunteers, and performing community outreach activities.

**Parents for Public Schools of Jackson**

**January 2015-March 2016**

**Senior Program Manager**

Enhanced the ability of parents to advocate for and affect change in public schools and school systems by managing the Community and Parental Engagement Program. Performed needs assessments and surveys to determine what skills parents wanted to learn and found the appropriate expert to teach the subjects requested. Also responsible for deepening relationships with the Jackson Public School District's Administrative Team and continuing to build the capacity of parents through training and workshops. Expanded the contact base by 30% during my tenure due community outreach activities.

**Catholic Charities**

**July 2013- December 2014**

**Division Director Parish Based Ministries**

Interacted with national, state and local policy makers concerning policies that impact the poor. Strengthened relationships with over 100 clergy, and lay staff, through face-to-face meetings, newsletters, and email alerts. Secured grant funding for several programs in the Division, which enabled them to expand the number of clients served. Responsible for supervising a staff of twelve, and providing ongoing coaching and training. The programs included in Parish Based Ministries Division are as follows:

1. The Migrant Support Center
2. Faith Community Nursing Program
3. Disaster Preparedness and Response
4. Supportive Services for Veterans Program
5. Northeast Office (Migrant Services)
6. Parish Social Ministry (Catholic Social Teaching and Advocacy)

**Lumpkins BBQ**

**July 2007 to June 2011**

**Owner**

- Developed a unique product for the Jackson market and grew sales from \$32k in year 1 to \$200K. Finished as a finalist in the BBQ category for Best of Jackson, for 3 consecutive years.
- Created a catering arm of the company and grew sales from 10% of total revenue to 50% of total revenue.
- Designed policy and procedure manuals to increase the efficiency of service staff.
- Improved employee morale and significantly reduced employee turnover.
- Established a venue where local nonprofits provided training and other activities that benefited the surrounding community.

**National Cooperative Bank, Washington, DC**

**1989-1996**

**Affordable Housing Loan Officer**

Monitored the financial health of loan portfolio representing housing cooperatives from across the country.

Streamlined the tracking of vital statistical information, and performed quarterly site visits with Senior Vice Presidents.

Improved the quality of interaction with the borrowers by increasing the frequency and depth of correspondence.

**Education/Awards/Board Appointments**

Bachelors of Business and Public Administration- Howard University

Certified Public Accountant, 1989 Washington, DC

Noted as a Power Couple of BOOM magazine (Winter Issue 2011)

Dynamic Partner Award from Southern Poverty Law Center (2011)

Parent Leader Certificate from Parents for Public Schools (2010)

Mayoral Appointee to the Board of the Jackson Visitors Bureau (2011-Present)

Executive Committee Board Chair of Alternate ROOTS (2016-Present)

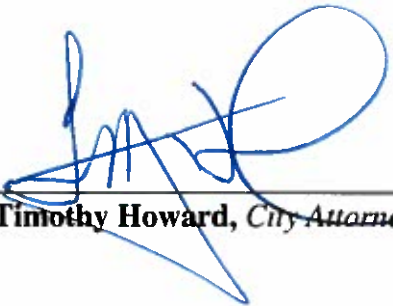
Office of the City Attorney

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 APPOINTING MS. MONIQUE DAVIS TO THE JACKSON CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS** is legally sufficient for placement in NOVUS Agenda.



---

Timothy Howard, *City Attorney*

Date

1/15/27

OFFICE OF THE CITY ATTORNEY  
TCA  
1/15/27

OFFICE OF THE CITY ATTORNEY  
TCD  
12/11/19

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF PROPOSED LEGISLATION AUTHORIZING THE APPOINTMENT OF TWO AT-LARGE MEMBERS TO THE BOARD OF COMMISSIONERS OF THE JACKSON REDEVELOPMENT AUTHORITY.**

**WHEREAS**, the Municipal Legislative Committee (“Legislative Committee”) of the City of Jackson, Mississippi (“City of Jackson”), has met to consider support for certain proposed legislation during the 2020 Mississippi Legislative Session; and

**WHEREAS**, the Legislative Committee has recommended that the City Council resolve to support certain legislation deemed worthy by the City of Jackson; and

**WHEREAS**, Section 43-35-33(a) of the Mississippi Code Annotated (1972), as amended, creates in each municipality a public body corporate and politic to be known as the “urban renewal agency” of the municipality. Such agency may be authorized to transact business or exercise powers by the municipal governing authorities as provided in Section 43-35-31; and

**WHEREAS**, the Urban Renewal Act authorizes the mayor, by and with the advice and consent of the local governing body, to appoint a board of commissioners of the urban renewal agency which shall consist of five (5) commissioners; and

**WHEREAS**, the Jackson Redevelopment Authority was formed and created pursuant to Mississippi Code Annotated Sections 43-35-1 et seq.; and

**WHEREAS**, the governing authorities for the City of Jackson have determined that the Board of Commissioners should include the expertise of the Department and Planning Development and an Urban Planning and Development professional; and

**WHEREAS**, the Department of Planning and Development provides a guided knowledge of principles that cater to human scale as well as environmental needs to ensure equitable growth; and

**WHEREAS**, Urban Planning covers the technical concerns of development specifically catered to urban areas and their functionality; and

**WHEREAS**, the addition of the Director of Planning and Development and an Urban Planning and Development professional as at-large members will increase the boards’ effectiveness in future planning; and

**THEREFORE, BE IT RESOLVED** that the City Council for the City of Jackson, Mississippi, accepts the recommendation of the Legislative Committee and supports this proposed legislative initiative to be considered during the 2020 Session of the Mississippi Legislature that will give governing authorities of a municipality the ability to appoint the Director of Planning and an Urban Planning and Development professional as at-large members of the Board of Commissioners for the Jackson Redevelopment Authority.

**IT IS FURTHER RESOLVED** that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

Item: #23  
Date: 1-21-20  
By: Lumumba

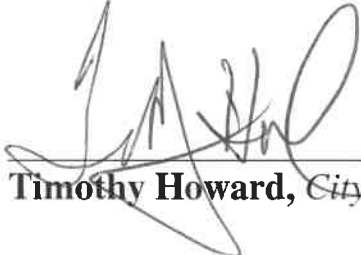
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF PROPOSED LEGISLATION AUTHORIZING THE APPOINTMENT OF TWO AT-LARGE MEMBERS TO THE BOARD OF COMMISSIONERS OF THE JACKSON REDEVELOPMENT AUTHORITY is legally sufficient for placement in NOVUS Agenda.

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

12/16/19  
\_\_\_\_\_  
Date



**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE PROPOSED LEGISLATIVE INITIATIVE TO ELIMINATE THE SUNSET LANGUAGE IN THE SPECIAL ONE PERCENT SALES TAX LEGISLATION FOR MUNICIPALITIES WITHIN THE STATE OF MISSISSIPPI WITH A POPULATION OF ONE HUNDRED AND FIFTY THOUSAND (150,000) OR MORE.**

OFFICE OF THE CITY CLERK  
TCL  
12/11/19

**WHEREAS**, the Municipal Legislative Committee ("Legislative Committee") of the City of Jackson, Mississippi ("City of Jackson"), has met to consider support for certain proposed legislation during the 2020 Mississippi Legislative Session; and

**WHEREAS**, the Legislative Committee has recommended that the City Council resolve to support certain legislation deemed worthy by the City of Jackson; and

**WHEREAS**, the sunset clause incorporated into the Special One Percent Sales Tax legislation specifies that such legislation is set to expire on July 1, 2032; and

**WHEREAS**, the elimination of the sunset clause will provide an expansion of opportunities for leveraging the Special One Percent Sales Tax proceeds; and

**WHEREAS**, the governing authorities of the City of Jackson acknowledge the need for continued revenue generation from the Special One Percent Sales Tax beyond the date set forth in the sunset clause to address the infrastructure needs of the City.

**THEREFORE, BE IT RESOLVED** that the City Council for the City of Jackson, Mississippi, accepts the recommendation of the Legislative Committee and supports proposed legislative initiatives to be considered during the 2020 Session of the Mississippi Legislature encouraging the elimination of the sunset clause from the Special One Percent Sales Tax legislation

**IT IS FURTHER RESOLVED** that the City Clerk is directed to provide a certified copy of this Resolution to each Committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

Item: #24  
Date: 1-21-20  
By: Lumumba

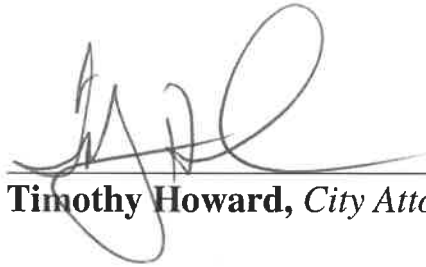
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE PROPOSED LEGISLATIVE INITIATIVE TO ELIMINATE THE SUNSET LANGUAGE IN THE SPECIAL ONE PERCENT SALES TAX LEGISLATION FOR MUNICIPALITIES WITHIN THE STATE OF MISSISSIPPI WITH A POPULATION OF ONE HUNDRED AND FIFTY THOUSAND (150,000) OR MORE is legally sufficient for placement in NOVUS Agenda.



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

12/16/19  
\_\_\_\_\_  
**Date**

**ORDER AUTHORIZING LICENSE AGREEMENT NUMBER 5788MA BETWEEN THE CITY OF JACKSON, MISSISSIPPI, DEPARTMENT OF PARKS AND RECREATION AND THE JACKSON CONVENTION COMPLEX, IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300 ), TO HOST THE CITY OF JACKSON PARKS AND RECREATION, HYBRID KICKBOXING CHAMPIONSHIP, ON SEPTEMBER 12, 2020. (WARD 7) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
Mick  
1/21/20

**WHEREAS**, Jackson Convention Complex, provided a License Agreement, Number 5788MA to the City of Jackson, Mississippi, to rent space for the purpose of Parks and Recreation, hosting the City of Jackson, Department of Parks and Recreation, Hybrid Kickboxing Championship, on September 12, 2020. The License fee rental of One Thousand Three Hundred Dollars (\$1,300.00), will cover all fees pertaining to rental space and usage; and

**WHEREAS**, a total amount of One Thousand Three Hundred Dollars (\$1,300.00) is needed to host the City of Jackson, Department of Parks and Recreation, Hybrid Kickboxing Championship, at the Jackson Convention Complex, located at 105 E. Pascagoula Street, Jackson, MS 39201; and

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute a City of Jackson License Agreement, Number 5788MA with the Jackson Convention Complex, to rent space in the amount of One Thousand Three Hundred Dollars (\$1,300.00), for the purpose of Parks and Recreation, hosting the City of Jackson, Department of Parks and Recreation, Hybrid Kickboxing Championship, on September 12, 2020, for the citizens of Jackson, Mississippi.

**IT IS FURTHER ORDERED** that payment for said rental be made from the general funds budgeted for use by the Department of Parks and Recreation, upon submission of the appropriate invoice from the Jackson Convention Complex.

ITEM #:	#25
DATE:	1-21-20
BY:	HARRIS, LUMUMBA

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

**12-13-19**  
**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																																		
1.	<b>Brief Description</b>	The Jackson Convention Complex submitted a license agreement to rent space for the purpose of Parks and Recreation, hosting the City of Jackson's Hybrid Kickboxing Championship, on September 12, 2020.																																																		
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>	Guests, vendors and entertainers.																																																		
4.	<b>Benefits</b>	Promotes physical development, healthy competitiveness, respect for rules and team work.																																																		
5.	<b>Schedule (beginning date)</b>	September 12, 2020																																																		
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	7  No  N/A																																																		
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation																																																		
8.	<b>COST</b>	One Thousand Three Hundred Dollars (\$1,300.00)																																																		
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 and Recreation Fund: 005-501.25-6419																																																		
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</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>___</td> <td>Yes</td> <td>___</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>___</td> <td>Yes</td> <td>___</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>___</td> <td>Yes</td> <td>___</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>___</td> <td>Yes</td> <td>___</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:** The Honorable Chokwe Antar Lumumba, Mayor  
**From:** Ison B. Harris, Jr., Director  
**Date:** December 13, 2019  
**Re:** Hybrid Kickboxing Championship License Agreement – Jackson Convention Complex

---

The attached agenda item authorizes the Mayor to execute License Agreement Number 5788MA with the Jackson Convention Complex, to rent space for the purpose of hosting a City of Jackson, Department of Parks and Recreation, Hybrid Kickboxing Championship, on September 12, 2020. The License fee rental of One Thousand Three Hundred Dollars (\$1,300.00), will cover all fees pertaining to rental space and usage.

The Parks and Recreation Department recommends that this agenda item be 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  
11/21/20

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING LICENSE AGREEMENT NUMBER 5788MA BETWEEN THE CITY OF JACKSON, MISSISSIPPI, DEPARTMENT OF PARKS AND RECREATION AND THE JACKSON CONVENTION COMPLEX, IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED DOLLARS (\$1300.00), TO HOST THE CITY OF JACKSON PARKS AND RECREATION, HYBRID KICKBOXING CHAMPIONSHIP, ON SEPTEMBER 12, 2020. (WARD 7) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

\_\_\_\_\_  
Date 11/21/20

COPY

**JACKSON CONVENTION COMPLEX  
CITY OF JACKSON LICENSE AGREEMENT #5788MA**

This agreement is made and entered into on November 15, 2019, between the Jackson Convention Complex-SMG ("Licensor") and City of Jackson ("Licensee") having an address at 1000 Metro Center, Suite 104, Jackson, MS 39215 for Licensee's use of the Jackson Convention Complex located at 105 E. Pascagoula St. Jackson, MS 39201 ("Center").

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

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

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

1. **Purpose:** Licensor, subject to the terms and conditions contained herein and on the reverse hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center ("Premises"), for the Dates set forth solely for the purpose of City of Jackson – Dept. of Parks and Recreation Hybrid Kickboxing Championship ("Event").
2. **Premises:** It is expressly understood that the Licensee shall have the right of ingress and egress through the halls and corridors of the Center as provided herein, but acquires hereby no other right in any other part of the Center than the part specified in the Fee Schedule in Paragraph 4.
3. **Licensed Term:** The term of this License Agreement shall be from September 12, 2020 ("Licensed Term") which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
4. **Licensed Fee:** In exchange for use of the Premises, Licensee agrees to pay Licensor a License Fee of \$1,300.00, based on the following Fee Schedule:

**Fee Schedule**

Function	Space/Room	Estimated Attendance	Time Reserved	Date(s)	Rental Rate	Ancillary Costs
Set Up to include (2) skirted registration tables in Foyer, 12'x24' stage + theatre seating ; COJ to provide/place all equipment/flooring	Exhibit Hall B	Flow	8am-10am	Saturday, September 12, 2020	\$2,000.00	
Kickboxing Championship Competition	Exhibit Hall B	500	10am-5pm	Saturday, September 12, 2020	\$4,000.00	
Move-out	Exhibit Halls A-B	Flow	6pm-9pm	Saturday, September 12, 2020	\$0.00	
<i>Rental Discount: City of Jackson usage</i>					<i>(\$6,000.00)</i>	<i>\$1,300.00</i>
<b>Total Rental and Ancillary Costs :</b>					<b>\$0.00</b>	<b>\$1,300.00</b>
<b>License Fee:</b>					<b>\$1,300.00</b>	

The License Fee of \$1,300.00 is based on a total Rental amount of \$0.00, a Ancillary Fee of \$1,300.00 which includes HVAC and custodial/conversion staff labor to set/strike the space/dates/times outlined above and a total food and beverage purchase of no less than \$0.00, excluding service fees and taxes ("F&B Minimum"). Should Licensee not meet the F&B Minimum, the balance shall be assessed as additional Rental.

- A. The License Fee shall be payable as follows:
  - i. Signed license agreement due December 16, 2019;
  - ii. \$1,300.00 payment due August 3, 2020.
5. **Additional Services and Fees:** In addition to the License Fee, Licensee agrees to pay Licensor for goods and services (collectively, "Services") provided to Licensee for the Event including, but not limited to food and beverage services in excess of the F&B Minimum, security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by Licensor. Licensor shall determine the level of staffing and Services for each Event. Licensee acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change. Payment for Services shall be payable as follows.
  - A. A 100% deposit of estimated **food and beverage** charges in excess of the F&B Minimum is due no later than five (5) business days prior to the Licensed Term.
  - B. A 100% deposit of estimated **ancillary charges** (i.e. security, audio-visual services, electrical, equipment rental, labor, etc...) is due no later than five (5) business days prior to the License Term. **Estimated Security: \$500.00**.
  - C. Final payment for all food and beverage and all other ancillary goods and services remaining due to Licensor upon conclusion of Event is due within thirty (30) days of invoicing.
  - D. All payments shall be made payable to the "**Jackson Convention Complex – SMG**" in the form of a company check, cashier's check, American Express, Visa, MasterCard or cash.
6. **Additional Terms and Conditions:** The attached pages contain Additional Terms and Conditions, which are a part of this license agreement. By signing this license agreement, Licensee agrees to the Additional Terms and Conditions and attachments set for herein.
7. **Authorized Representative(s):** Licensee certifies that Angela Buck is, and shall be, for the purposes specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.



## Additional Terms and Conditions – License Agreement # 5788MA

8. **Insurance:** Licensee, at its sole expense, shall provide to Licensor proof of coverage in the amounts of One Million Dollars (\$1,000,000) of Commercial General Liability coverage to include: Broad Form Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operations, at least thirty (30) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. Such insurance shall specifically include the Licensor, Commission, their directors, officers and employees, as additional insured. It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Center because of Licensee's activities therein. Said policy shall also contain the specific provision that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor. It is agreed and understood that ultimate responsibility for obtaining insurance is Licensee's and in the event that Licensee fails to deliver Certificate of Insurance as required herein, the Licensee will be deemed in Breach of agreement, the event will be cancelled at Licensor's sole discretion and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting there from.
- City of Jackson events are self-insured.*
9. **Indemnification:** Intentionally omitted.
10. **Event Planning Guide:** The Center's Event Planning Guide is hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with all policies, rules and regulations contained therein. Licensor reserves the right to modify the Center's Event Planning Guide, in writing from time to time. Licensor retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.
- A. **Exclusive Services:** Licensor, directly or through its agents, is the exclusive provider of specific services at the Center to include food and beverage, event staffing, security, utilities, telecommunications, internet, and rigging. No other entities shall be permitted to provide these services without the prior expressed written consent of the Center's general manager.
11. **Food and Beverage Services:** Licensor provides exclusive catering and other food and beverage services on behalf of the Center, as principal. Licensor reserves for itself or its agents, contractors or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products. Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. The Center's Food and Beverage Guidelines are hereby incorporated into this Agreement. Licensor reserves the right to change such Food and Beverage guidelines, in writing from time to time.
12. **Exhibition Floor Plan & Set-Up Information:** Licensee shall provide Licensor with a floor plan no later than one hundred twenty (120) days before the event and at least thirty (30) days before the Licensee publishes or distributes any material containing such information for and tradeshow exhibitions. Such floor plans shall indicate all spaces to be used for exhibits and are subject to prior approval by Licensor and the Fire Marshal. The floor plan shall set forth all information pertinent to safe operation of the exhibition. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and operation policies described therein as the Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Center.
- At least thirty (30) days prior to the Event (or such shorter period agreed to by Licensor), Licensee shall give Licensor written notice of all other room or hall set-up(s), staging, and Event personnel requirements.
13. **Television and Broadcasting Rights:** Licensor reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without prior written approval of the Licensor.
14. **Utilities:**
- A. **Show Level HVAC & Lighting:** Licensor will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Licensee's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first hour) \$75.00; non-show Hours (each additional hour) \$50.00.
- B. **Specialty & Exhibitor Utilities:** Licensor will provide customary lighting, HVAC, electricity, and water at no additional costs to Licensee. The Licensee or its exhibitors, sub-contractors or performers shall pay the additional cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits, equipment or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of this License Agreement.
15. **Defacement of Property:** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor.
16. **Default by Licensee:** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any rules and regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. All sums due and owing to the Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.



**Additional Terms and Conditions – License Agreement # 5788MA**

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

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

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

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

18. **Vacation of Premises:** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in paragraph 17, "Cancellation by Licensee".
19. **Force Majeure:** If the Premises or any part of the Center is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Center unsafe or impracticable to use, then this License Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.
20. **Limitation on Licensor and Licensee Obligations:** Because the Center is publicly owned, the Commission retains the right, under the laws of the City of Jackson to decline to provide funding for the operation of the Center in the sole discretion of the Commission. If such non-funding renders performance of this License Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this License Agreement and Licensor and Commission will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this License Agreement.
21. **Guarantee of Space:** Licensor reserves the right, but shall not be obligated to relocate Licensee's Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. Licensor shall notify Licensee in advance in such cases.
22. **Laws and Regulations:** Licensee will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.
23. **Non-Exclusive Right:** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.
24. **Nondiscrimination:** With respect to its activities conducted in the Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained by guide dog by a blind, deaf or physically disabled person.
25. **Ticketed Events:** Licensor shall have complete and sole authority and supervision over the sale of all Event tickets and collection of all ticket sale proceeds at such places and locations as Licensor in its sole discretion designates, unless otherwise agreed to by Licensor in writing.

**Ticketmaster** is Licensor's approved computerized ticketing vendor. N/A

In the event provision is made for sale of any event tickets by Licensee, the allocation of such tickets shall be made by Licensor, and the proceeds from the sale of such tickets shall be delivered to Licensor together with an accurate statement of account of the ticket sales and sales proceeds.

Licensor shall have complete custody and control of all proceeds from the sale of tickets, wherever sold, and admission fees wherever received. All such funds shall be the rightful property of Licensor for the purpose of applying the same in accordance with the terms and conditions of the License Agreement toward payment of any balances due to Licensor for rent, fees, or any other charges whatsoever, the deduction of the commissions owed to Licensor and the payment of the remainder to the Licensee.

The Licensee shall arrange for and pay for the printing of all tickets used in connection with the Event. The form and contents of such tickets shall be subject to written approval by Licensor. All tickets shall be numbered consecutively.

Licensor shall receive complimentary tickets as follows: N/A

No tickets may be ordered for any event until after the execution of this License Agreement and the payment of any required deposits to Licensor.

No proceeds received by Licensor for the sale of tickets will be released to the Licensee until after the conclusion of the event and the payment of all fees and charges due to Licensor. By law, an Admissions Tax of 3% will be deducted from gross ticket sales proceeds. All unsold tickets remain in the custody of Licensor.

The Licensee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Premises, nor admit a larger number of persons than can safely or freely move about therein.

**Additional Terms and Conditions – License Agreement # 5788MA**

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

**Additional Terms and Conditions – License Agreement # 5788MA**

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

<b>City of Jackson</b> 1000 Metro Center, Suite 104 Jackson, MS 39209 601.960.0655 / 601.960.1576 / <a href="mailto:angela.white@jacksonms.gov">angela.white@jacksonms.gov</a>	<b>JACKSON CONVENTION COMPLEX – SMG</b> 105 E. Pascagoula St., Jackson, MS 39201 601.960.2321
Authorized Signature:	Authorized Signature:
BY:	BY: Al Rojas
TITLE:	TITLE: General Manager
DATE:	DATE:

**Additional Terms and Conditions – License Agreement # 5788MA**

\*\*\*\*\*

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

- Master Card**
- Visa**
- AmEx**
- Discover**

**Account #** \_\_\_\_\_

**Exp. Date** \_\_\_\_\_

**Name** \_\_\_\_\_  
**As it appears on card (Please Print)**

**Signature** \_\_\_\_\_

<b>For Accounting Use Only:</b>	
<b>Authorization #</b>	_____
<b>Authorized \$</b>	_____
<b>Amount:</b>	_____
<b>Date Authorized::</b>	_____

**ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION (WARDS 2, 3, 4, 6 & 7) (HARRIS & LUMUMBA)**

OFFICE OF THE CITY CLERK  
 MWA  
 1/14/20

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$146,404.00 have arisen within the adoption of the Fiscal Year 2019-2020 budget; and

**WHEREAS**, the Fiscal Year 2019-2020 budget must be revised to provide funding to COVER Playground equipment at Lake Hico, a Gym Flooring at Kurts Gymnasium, A Picnic Pavilion at Flower Park, Resurfacing Tennis Courts and Battlefield and Tennis Center South.

**WHEREAS**, the following funds are revised:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	005-504.10-6111	(\$100,000.00)
From:	005-504-30-6111	(\$46,403.00)
To:	005-501.26-6317	\$72,955.00
To:	005-501-40-6419	\$27,597.00
To:	005-504-10-6419	\$45,852.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019-2020 budget be revised in the amount of \$146,404 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	005-504.10-6111	(\$100,000.00)
From:	005-504-30-6111	(\$46,403.00)
To:	005-501.26-6317	\$72,955.00
To:	005-501-40-6419	\$27,597.00
To:	005-504-10-6419	\$45,852.00

ITEM #:

#26

DATE:

1-21-20

BY:

**HARRIS/LUMUMBA**

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

01-14-20  
**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 revising the fiscal year 2019-2020 budget of the Department of Parks and Recreation (WARDS 2, 3, 4, 6 & 7)																																																			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																																			
3.	<b>Who will be affected</b>	City of Jackson and surrounding residents.																																																			
4.	<b>Benefits</b>	Upgrading equipment and adding new amenities to the parks/ Tennis Courts																																																			
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>	<b>WARDS 2, 3, 4, 6 &amp; 7</b>																																																			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks and Recreation																																																			
8.	<b>COST</b>	\$146,404.00																																																			
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"/>	Parks and Recreation Fund:  005-504.10-6111 (\$100,000.00)  005-504-30-6111 (\$46,403.00)																																																			
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</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>___</td><td>Yes</td><td>___</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>___</td><td>Yes</td><td>___</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>___</td><td>Yes</td><td>___</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>___</td><td>Yes</td><td>___</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>																																												
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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>																																												



## The City of Jackson Department of Parks and Recreation

# Memo

**To:** Mayor Chokwe Lumumba  
**From:** Ison Harris Jr., Director  
**Date:** January 14, 2020  
**Re:** Order Revising FY 2019-20 Budget of the Department of Parks and Recreation  
(Wards 2, 3, 4, 6, 7)

---

Parks and Recreation will move funds from First Quarter Saving from Vacancies to pay for encumbrances from 2018-2019 Budget for Playground equipment at Lake Hico, a Gym Flooring at Kurts Gymnasium, A Picnic Pavilion at Flowers Park, Resurfacing Tennis Courts at Battlefield and Tennis Center South. Because at this time, this project started in last year fiscal budget but didn't get completed till 2019/2020.

The Parks and Recreation Department recommends that this agenda item be approved. If you have any questions or comments, please feel free to contact us at (601) 960-0716.

IH/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 REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PARKS AND RECREATION (WARDS 2, 3, 4, 6 & 7) (HARRIS & LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

Monica Allen, *Special Assistant* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
1/14/20



OFFICE OF THE CITY ATTORNEY  
 JADA  
 1/15/20

**ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF CULTURAL ARTS OR COMMUNITY BASED PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS**

**WHEREAS**, Section 39-15-1 of the Mississippi Code of 1972 as amended authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

**WHEREAS**, Section 21-19-65 of the Mississippi Code of 1972 as amended authorizes municipal governing authorities to expend monies from the general fund to match other funds for the purpose of supporting social and community based projects; and

**WHEREAS**, consistent with the provisions of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, the governing authorities for the City of Jackson allocated monies in its budget for the 2019-2020 fiscal year to be expended for the development and promotion of the arts in the municipality and the support of social and community service programs; and

**WHEREAS**, the monies were to be awarded to entities using a competitive application process; and

**WHEREAS**, interested organizations were notified of the availability of the funds and invited to apply; and

**WHEREAS**, the administration evaluated the applications and determined that the following entities are eligible to receive the matching funds pursuant to Section 39-15-1 or Section 21-19-6 and recommends that the budgeted funds be awarded to the following organizations to match other funds for either the development, promotion, or coordination of the arts or the support of a social and community service program;

Grants	
Kinetic Etchings Dance Project	\$10,000.00
Dog Gone Dition Festival	\$10,000.00
Child Evangelism Fellowship of MS Restorative Arts Project	\$10,000.00
Center for Social Entrepreneurship	\$7,888.00
Children Defense Fund	\$10,000.00
New Way Mississippi, Inc	\$10,000.00
New Stage Theatre	\$10,000.00
Community Foundation For Mississippi (St. Patrick's Day Parade)	\$10,000.00
Young, Gifted & Empowered Black History Art Exhibit	\$7,650.00
Second Chance Outreach Learning Center	\$5,000.00
NMHS Unlimited	\$4,000.00
Mississippi Children's Museum	\$10,000.00
Jackson Music Award (Event 1)	\$10,000.00
Jackson Music Award (Event 2)	\$10,000.00
Jackson Indie Music Week	\$10,000.00
Greater Belhaven Foundation	\$10,000.00
Total	\$154,538.00

**IT IS HEREBY ORDERED** that matching monies in the amount set forth above be awarded to the entities as listed.

Item: #27  
 Date: 1-21-20  
 By: Kidd, Lumumba

**IT IS FURTHER HEREBY ORDERED** that the Mayor shall be authorized to execute agreements with each of the entities listed that will govern the receipt of the matching funds contributed.

By: Dorsey Kidd

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

01/09/2020

**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 contracts with organizations for cultural arts and community based projects for fiscal year 2019-20.	
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 Economic Development	
3.	<b>Who will be affected</b>	The general public.	
4.	<b>Benefits</b>	Increased and improved services in the City of Jackson	
5.	<b>Schedule (beginning date)</b>	Within one month of signed contract.	
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"/>	Human and Cultural Services Department	
8.	<b>COST</b>		
		Kinetic Etchings Dance Project	\$10,000.00
		Dog Gone Dition Festival	\$10,000.00
		Child Evangelism Fellowship of MS Restorative Arts Project	\$10,000.00
		Center for Social Entrepreneurship	\$7,888.00
		Children Defense Fund	\$10,000.00
		New Way Mississippi, Inc	\$10,000.00
		New Stage Theatre	\$10,000.00
		Community Foundation For Mississippi (St. Patrick's Day Parade)	\$10,000.00
		Young, Gifted & Empowered Black History Art Exhibit	\$7,650.00
		Second Chance Outreach Learning Center	\$5,000.00
		NMHS Unlimited	\$4,000.00
		Mississippi Children's Museum	\$10,000.00
		Jackson Music Award (Event 1)	\$10,000.00
		Jackson Music Award (Event 2)	\$10,000.00
		Jackson Indie Music Week	\$10,000.00
		Greater Belhaven Foundation	\$10,000.00


		Total	\$154,538.00		
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>	General Fund  Acct # 001-43300-6742			
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



**MEMORANDUM**

**To:** Chokwe Antar Lumumba  
 Mayor

**From:**  Adraine Dorsey-Kidd, Ed.D.,LCSW  
 Director

**Date:** January 9, 2020

**Subject:** Grant Recommendations

---

City of Jackson staff have reviewed and evaluated the proposals submitted for funding from the general fund arts and community based projects grant program. Based on the rating system used by staff and a review of projects the attached recommendations have been made for funding of organizations.

Grants	
Kinetic Etchings Dance Project	\$10,000.00
Dog Gone Dition Festival	\$10,000.00
Child Evangelism Fellowship of MS Restorative Arts Project	\$10,000.00
Center for Social Entrepreneurship	\$7,888.00
Children Defense Fund	\$10,000.00
New Way Mississippi, Inc	\$10,000.00
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Jackson Music Award (Event 1)	\$10,000.00
Jackson Music Award ( Event 2)	\$10,000.00
Jackson Indie Music Week	\$10,000.00
Greater Belhaven Foundation	\$10,000.00
Total	\$154,538.00

A total of \$154,538.00 is recommended for funding of various cultural and arts related events. I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney

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


## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO VARIOUS ORGANIZATIONS FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT OF CULTURAL ARTS OR COMMUNITY BASED PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH THE ENTITIES RECEIVING MATCHING FUNDS is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, Special Assistant 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
1/15/20

#28

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  
Department of Planning and Development

**DATE:** December 19, 2019

**RE:** Agenda Item for January 7, 2020 City Council Meeting; Zoning Division Copier Contract

The current contract providing for the 48-month rental of a Canon Image Runner Advance copier for use by the Community Improvement Division will expire December 31, 2019.

RJ Young Company is the supplier of this copier and is located in Jackson.

The requested copier monthly lease price is \$310.00 per month which includes parts, labor, drums, developer and toner plus a per copy price of \$0.0062 for black and white copies and \$0.0467 for color copier.

If you have any questions, please call Jordan Hillman, Director, Department of Planning and Development at (601) 960-1993 or e-mail [jhillman@jacksonms.gov](mailto:jhillman@jacksonms.gov).

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  
Dec 31, 2019  
UNRECORDED

## OFFICE OF THE CITY ATTORNEY

---

This Order authorizing mayor to execute a 48 month rental agreement with RJ Young for a Canon Image Runner Advance C5560i III to be used by the Zoning Division of The Planning and Development Department is legally sufficient for placement in NOVUS Agenda.



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

12/31/19  
Date



**ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH RJ YOUNG COMPANY FOR A CANON IMAGE RUNNER ADVANCE C5560i III TO BE USED BY THE ZONING DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT**

**WHEREAS**, the Zoning Division of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

**WHEREAS**, RJ Young Company provides a Canon Image Runner Advance C5560i III through the State of Mississippi Contract 82-00044603; and

**WHEREAS**, it is the recommendation of the Department of Planning and Development that this contract be approved.

**IT IS THEREFORE, ORDERED** that the Mayor be authorized to execute the necessary documents with RJ Young Company providing for the 48-month rental of a Canon Image Runner Advance C5560i III to meet the needs of the Zoning Division as related to the functions of said division at a cost of \$310.00 per month, plus a copy charge of \$0.0062 per copy for black and white and \$0.0467 for color to include parts, labor, drums, developer and toner.

ITEM NO. #28

DATE: January 21, 2020

BY: ( HILLMAN, LUMUMBA)

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
<b>1. Brief Description/Purpose</b>	Replacing copier for the Planning and Development, Zoning Division																																																												
<b>2. Purpose</b>	Renewing 48-month Contract																																																												
<b>3. Who will be affected</b>	N/A																																																												
<b>4. Benefits</b>	Canon Image Runner Advance C5560i III will deliver high quality printing and productivity																																																												
<b>5. Schedule (beginning date)</b>	Upon approval by Council																																																												
<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>	City Wide																																																												
<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>	Department of Planning and Development Zoning Division																																																												
<b>8. COST</b>	\$310.00/Month/\$0.0062/Black & White Copy/\$0.0467 Color Copy																																																												
<b>9. 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>	001.404.10.6514																																																												
<b>10 EBO participation</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 30%;">_____ %</td> <td style="width: 20%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td>___</td> <td></td> <td></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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**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM.**

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI  
1/21/20  
Lumumba Chokwe Antar

**WHEREAS**, on September 30, 2019 the annual renewal service agreement with Motorola, Inc, for a Fire Alerting System expired;

**WHEREAS**, that agreement included provisions for the service and maintenance of the City of Jackson's purchase from Motorola, Inc; and,

**WHEREAS**, services have continued for since expiration of the agreement on September 30, 2019

**WHEREAS**, it is necessary that maintenance service agreement be executed to provide continuous service and maintenance of the Fire Alert System; and

**WHEREAS**, Motorola, Inc., has agreed to provide service and maintenance for the Fire Alerting System at a cost of no more than \$5,747.05 per month for a period of no less than one year, commencing October 1, 2019 for a total yearly cost of no more than \$68,964.60; under the same cost, terms and conditions, which previously existed;

**IT IS, HEREBY, ORDERED** that the Mayor be authorized to execute a renewable one year maintenance service agreement with Motorola, Inc. for service and maintenance to the City's Fire Alert System wherein the city agrees to pay Motorola, Inc. no more than \$5,747.05 per month for a total yearly cost of no more than \$68,964.60.

**IT IS, HEREBY, ORDERED** that the Mayor be authorized to annually renew the aforementioned maintenance service agreement under the same cost, terms and conditions existing previously described, provided said renewals are in the best interest of the City of Jackson and do not extend said agreement past September 30, 2020 without further authority from City's governing authority.

**IT IS, HEREBY, ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate the afore mentioned maintenance service agreement.

Item No.           #29            
Agenda Date:           1-21-20          

By: Lumumba, Chokwe Antar

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**    December 23, 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>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA, INC. FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM.</b>
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Neighborhood Enhancement and Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson and the Metro Area
4.	<b>Benefits</b>	To provide exceptional emergency response to citizens and visitors
5.	<b>Schedule (beginning date)</b>	After council approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no)</b> <b>(area)</b>  <b>Project limits if applicable</b>	CITY WIDE
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	JACKSON FIRE DEPARTMENT & MOTOROLA
8.	<b>COST</b>	\$68,954.60
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 FUNDS 001.441.70.6419

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** December 23, 2019  
**Re:** Motorola, Inc. Maintenance Service Renewal

---

The annual renewal service agreement with Motorola Inc, for a Fire Alerting System expired on September 30, 2019.

Motorola has agreed to provide services and maintenance for a period extended from October 1, 2019 – September 30, 2020, as outlined in the attached agreement for a yearly cost of \$68,964.60.

If you have questions or concerns, please let me know.

WO/kb

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  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL MAINTENANCE SERVICE AGREEMENT WITH MOTOROLA INC FOR THE MAINTENANCE OF THE CITY OF JACKSON'S FIRE ALERTING SYSTEM** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *C. Johnson* DATE 1/10/2020



# SERVICE AGREEMENT

1299 E Algonquin Rd  
 Attn: National Service Support, IL06 Door # 82  
 Schaumburg, IL 60196

Quote Number : QUOTE-548029  
 Contract Number: USC000003488  
 Contract Modifier: R02-JUN-19 20:15:47

Date: 06/03/2019

Company Name: City of Jackson
Attn:
Billing Address: 2320 RIVERSIDE DR
City, State, Zip: JACKSON , MS, 39202
Customer Contact:
Phone:

Required P.O. :  
 Customer # : 1000635378  
 Bill to Tag # :  
 Contract Start Date : 01-Oct-2019  
 Contract End Date : 30-Sep-2020  
 Anniversary Day : Sep 30th  
 Payment Cycle : ANNUALLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	\$64,964.60
	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE	\$4,000.00
		Subtotal - Recurring Services	\$5,747.05
		Subtotal - One-Time Event Services	\$0.00
		Total	\$5,747.05
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

**SPECIAL INSTRUCTIONS:**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_

*Thomas Lancaster* \_\_\_\_\_ TITLE \_\_\_\_\_ DATE *12-6-19*  
 MOTOROLA REPRESENTATIVE(SIGNATURE)



**MOTOROLA SOLUTIONS**

**SERVICE AGREEMENT**

1299 E Algonquin Rd  
Attn: National Service Support, IL06 Door # 82  
Schaumburg, IL 60196

Quote Number : QUOTE-548029  
Contract Number: USC000003488  
Contract Modifier: R02-JUN-19 20:15:47

*Homer LANCASTER*

*901-233-0138*

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : JACKSON, CITY OF  
Contract Number : USC000003488  
Contract Modifier : R02-JUN-19 20:15:47  
Contract Start Date : 01-Oct-2019  
Contract End Date : 30-Sep-2020



## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM

THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

**ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF  
SUNCOAST INFRASTRUCTURE, INC. FOR THE FONTAINE DRIVE  
EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO  
EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 1)**

OFFICE OF THE CITY ATTORNEY  
1-16-20 30

**WHEREAS**, the Department of Public Works discovered a collapsed sewer main on Fontaine Drive discharging raw sewer violating the Clean Water Act; and

**WHEREAS**, pursuant to Section 31-7-31 (b) of the Mississippi Code of 1972, the City of Jackson solicited competitive written bids from two contractors to repair the collapsed sewer main: Suncoast Infrastructure, Inc. and Compliance EnviroSystems, LLC (CES); and

**WHEREAS**, Suncoast Infrastructure, Inc. submitted the lowest bid the City of Jackson accepted the lowest bid from Suncoast Infrastructure, Inc, in amount of \$34,954.00; and

**WHEREAS**, the Department of Public Works, Engineering Division recommends that the governing authorities accept the bid of Suncoast Infrastructure, Inc. in the amount of \$34,954.00 as the lowest and best bid to make repairs to a collapsed sewer main on Fontaine Drive.

**IT IS, THEREFORE, ORDERED** that the written competitive bid of Suncoast Infrastructure, Inc. in the amount of \$34,954.00 is accepted as the lowest and best bid in accordance with the City's solicitation of written competitive bids; 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 for the City of Jackson, Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute a contract with Suncoast Infrastructure, Inc. to repair a collapsed sewer main on Fontaine Drive consistent with the bid being accepted.

Item: #30  
Date: 1-21-20

BY: MILLER, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**December 23, 20198**

<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 A CONTRACT WITH SUNCOAST INFRASTRUCTURE, INC, FOR THE FONTAINE DRIVE EMERGENCY SEWER REPAIR, (WARD 1)</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 on Fontaine Drive																																													
4.	<b>Benefits</b>	Sewer Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Work will proceed upon issuance of the notice to proceed																																													
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 1																																													
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>	Cost: \$34,954.00																																													
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 173																																													
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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## **Council Agenda Item Memorandum**

**To:** Chokwe Antar Lumumba

**From:** Robert K. Miller, Director

**Agenda Item:** Fontaine Drive Sewer Emergency Repair

**Item #:**

**Council Meeting:** Regular Council Meeting, January 7, 2020

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair

**Cost:** \$34,954.00

**Project/Contract Type:** Sewer Repair

**Funding Source:** Fund 173 1% Sales Tax

**Schedule/Time:** Work will commence upon notice to proceed

**DPW Manager:** Charles Williams Jr., PE, PhD/William "Bill" Miley

### **Background:**

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into a contract with Suncoast Infrastructure, Inc, for the Fontaine Drive Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. 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

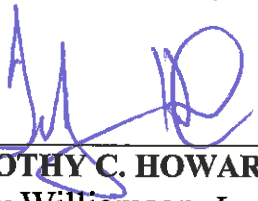

455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
11/9/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF SUNCOAST INFRASTRUCTURE, INC. FOR THE FONTAINE DRIVE EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

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



**SUNCOAST INFRASTRUCTURE, INC.**

**PROPOSAL**

P. O. Box 397  
Florence, MS 39073  
601-420-9682 FAX: 601-420-9300

Page: 1 of 3

Date: December 13, 2019

To: William E. Miley, City of Jackson

Re: CIPP Rehabilitation of Sanitary Sewer Mainline Segments at Fontaine and Jiggets

We propose to furnish the following:

Description	Quantity	Unit	Unit Price	Extension
Mobilization	1	LF	\$ 2,495.00	\$2,495.00
Heavy Cleaning, 6" Sewer	286	LF	\$ 4.75	\$1,358.50
TV Inspection, 6" Sewer	286	LF	\$ 1.75	\$500.50
6" x 3.0mm	900	LF	\$ 31.00	\$27,900.00
6" Additional 1.5mm Thickness	900	LF	\$ 3.00	\$2,700.00
			<b>TOTAL</b>	<b>34,954.00</b>

**This proposal includes:**

1. All labor, equipment, and materials necessary to perform scope of work described above.
2. Traffic control (limited to cones and signs).
3. Two (2) copies of video and data on DVD.
4. Certificate of insurance within normal limits.
5. Worker's compensation insurance and employer's liability insurance.

**This proposal is based on the following being provided to Suncoast Infrastructure at no charge:**

1. Supply water for the equipment required to clean sewer lines and install liner.
2. Access for all equipment, under its own power, to all manholes, including uncovering of buried manholes, if required.
3. Site for disposal of any debris and/or fluids removed from the manholes and all permits and fees required.
4. Assistance with bypassing of sewer flows, if required.
5. Assistance with retrieval of equipment that becomes stuck in a line due to severe offset joints, holes in pipe, collapsed pipe, etc.

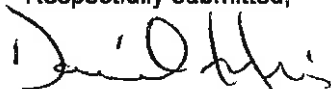
**Other terms:**

1. Payment due within thirty days of our invoice.
2. Stated prices are in effect for thirty days from the date of this proposal.
3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.

**THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AND SIGNING BELOW IS ACCEPTANCE OF THE TERMS AND CONDITIONS.**

**If any terms and/or conditions different from those in this Proposal are required, then the pricing provided in this Proposal will not be available unless and until terms and/or conditions acceptable to Suncoast can be agreed upon.**

Respectfully submitted,



Daniel A. Harris  
Project Manager

**ACCEPTED:**

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

Signed: \_\_\_\_\_

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

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

**[TERMS AND CONDITIONS BEGINNING ON THE NEXT PAGE]**

P. O. Box 397  
Florence, MS 39073  
601-420-9682 FAX: 601-420-9300

Page: 2 of 3

TERMS AND CONDITIONS

1. **SUNCOAST'S STATUS:** SUNCOAST is an independent contractor under contract to the CUSTOMER and shall only be responsible for performing under the PROPOSAL and SUNCOAST shall not be responsible CUSTOMER for any acts or omissions of CUSTOMER, or CUSTOMER's contractor, subcontractors, consultants or subconsultants or any of their agents or employees.
2. **ADMINISTRATION:** CUSTOMER, or an architect or engineer, if any, shall be the general administrator and coordinator of services for the PROJECT and shall facilitate the exchange of information among all SUNCOAST's and consultants on the PROJECT as necessary for the coordination of their services.
3. **CLIENT'S RESPONSIBILITIES:** CUSTOMER shall provide to SUNCOAST all information reasonably pertinent to performing under the PROPOSAL. CUSTOMER shall consult with SUNCOAST before issuing interpretations or clarifications of SUNCOAST's work or acting on submittals or change orders affecting the goods and/or services provided under the PROPOSAL. CUSTOMER shall promptly notify SUNCOAST when CUSTOMER learns of any development that affects the scope or timing of the goods and/or services provided under the PROPOSAL. CUSTOMER will immediately notify SUNCOAST in writing of any failure by SUNCOAST to meet any of the terms and conditions of the PROPOSAL.
4. **LATENT CONDITIONS:** If problems, latent conditions, or work outside the scope of work as quoted are identified, it is the responsibility of the CUSTOMER to correct the problem(s) for work to proceed and for the warranty to be valid.
5. **CHANGE ORDERS:** CUSTOMER may request SUNCOAST to make changes in the work of the quote or estimate provided by SUNCOAST consisting of additions, deletions, or other revisions. In the event of a change order, the amount of the quote or estimate shall be adjusted according to SUNCOAST's customary rate.
6. **WARRANTY:** As to any goods provided or work done, SUNCOAST warrants that the goods provided or work under the PROPOSAL will meet the specifications in the scope of work for a period of one (1) year after substantial completion.
7. **PAYMENT:** SUNCOAST shall perform the work set forth in PROPOSAL provided to CUSTOMER in exchange for payment by CUSTOMER of the amount set forth in SUNCOAST's PROPOSAL. SUNCOAST shall submit [monthly statements and supporting documents] to CUSTOMER of the work performed during the period for which payment is being requested, and SUNCOAST shall receive payment of the full amount, within 10 days after each submission of each monthly statement. CUSTOMER will pay an additional charge of 1.5% per month for each month any amount is delinquent. Unless the attached PROPOSAL provides otherwise, SUNCOAST shall not be responsible for securing and/or paying for any construction testing, bonds, and/or permits.
8. **INDEMNIFICATION:** SUNCOAST shall indemnify the CUSTOMER against claims for bodily injury or damage to tangible property, for which CUSTOMER becomes liable, which are proximately caused by the negligent acts or omissions of SUNCOAST or SUNCOAST's subcontractors. Likewise, CUSTOMER shall indemnify SUNCOAST to the same extent as SUNCOAST agrees to indemnify CUSTOMER as set forth herein. This indemnity obligation shall survive performance of the services hereunder.
9. **INSURANCE:** CUSTOMER and SUNCOAST shall maintain workmen's compensation coverage of a form and in an amount as required by state law; comprehensive general liability with maximum limits \$1,000,000/\$2,000,000; automotive liability with maximum limits of

## SUNCOAST INFRASTRUCTURE, INC.

## PROPOSAL

P. O. Box 397  
Florence, MS 39073  
601-420-9682 FAX: 601-420-9300

Page: 3 of: 3

\$500,000/\$1,000,000. Either party shall notify the other party of any change in coverage no later than 10 calendar days after becoming aware of such change. If coverage is withdrawn or the replacement policy will not afford the same protection and/or will require a significant increased premium when compared to prior coverage, both parties shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both. CUSTOMER and SUNCOAST shall exchange certificates or other evidence from insurance carriers of the required insurance coverages. Railroad Protective Insurance is not included. If required, it will be billed at cost plus 10%.

10. **TERMINATION:** This PROPOSAL may be terminated for default by either party upon five (5) days written notice, upon the other party's breach of any material contractual obligation hereunder. CUSTOMER shall be considered to have materially breached its obligations hereunder and to be in default, if CUSTOMER fails to pay SUNCOAST within ten (10) days of the due date for any payment. CUSTOMER may at its convenience, upon ten (10) days prior written notice to SUNCOAST, without cause or fault of either SUNCOAST or CUSTOMER, terminate the PROPOSAL in whole or in part if CUSTOMER in its sole discretion, determines it to be in CUSTOMER's best interest. In case of such termination for CUSTOMER's convenience, SUNCOAST shall be entitled to receive payment for all work executed, and all costs reasonably incurred by reason of such termination including, but not limited to, all shut down, demobilization and restocking costs and the costs of all goods that have been ordered that cannot be returned.
11. **HAZARDOUS MATERIALS:** SUNCOAST has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CUSTOMER is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of the PROPOSAL.
12. **ATTORNEY'S FEES:** Should litigation be required to enforce the PROPOSAL, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.
13. **SEPARATE PROVISIONS:** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Paragraph headings are for convenience of reference only and shall not modify, define, limit or expand the parties as expressed in this Agreement.
14. **EXTENT OF AGREEMENT:** The PROPOSAL and these TERMS AND CONDITIONS represent the entire agreement between the parties and may be amended only by a written instrument signed by both parties.
15. **PUNITIVE DAMAGES:** In no event will either the SUNCOAST or the CUSTOMER be liable to the other for any punitive damages as a result of any acts or omissions that arise from, or otherwise pertain to, the PROPOSAL.



COMPLIANCE ENVIROSYSTEMS

December 19, 2019

Bill Miley  
Utilities Manager  
City of Jackson, MS  
200 S. President St. Suite 523  
Jackson, MS  
T: 601.960.2090  
[wmiley@city.jackson.ms.us](mailto:wmiley@city.jackson.ms.us)

**RE: Proposal for CIPP lining in Jackson, MS**

Mr. Miley:

In response to your request, Compliance EnviroSystems, LLC (CES) is pleased to provide you with a proposal for professional services on the above referenced project.

The following sections are provided for your review:

1. Scope of Work
2. Fee Schedule
3. Deliverables
4. CES Standard Special Provisions

Please review these documents carefully. If you are in agreement, please sign where indicated and return by e-mail to [mbroussard@ces-ses.com](mailto:mbroussard@ces-ses.com). Upon receipt of your approval, our Operations Manager will schedule your project.

Thank you for the opportunity to submit this proposal. If selected, CES will provide our services at the highest professional level.

If you have any questions, please feel free to contact me by **phone (225) 678-7034** or e-mail at any time.

**SOUND DATA. SOILD CONCLUSIONS.**



COMPLIANCE ENVIROSYSTEMS

### SCOPE OF WORK

The scope of work for this project involves CIPP Lining of approximately 900 LF of 6" gravity sanitary sewer pipe in Jackson, MS.

### FEE SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	CIPP of 6" gravity sanitary sewer pipe	900	LF	\$44.44	\$39,996.00
<b>Estimated Project Total: \$44,996.00</b>					

### DELIVERABLES

The standard electronic deliverable (all inspection videos, a database including coding information and inspection reports) will be submitted on an external USB 2.0 hard drive.

### ELECTRONIC DELIVERABLE CONTAINS:

- Pipeline Assessment Certification Program (PACP) database with CCTV inspection videos (PACP Coded)
- Manhole Assessment Certification Program (MACP) database with photographs
- PACP pipe rating index & PACP/MACP coding information
- Inspection reports in .PDF format and organized by line segment

### STANDARD SPECIAL PROVISIONS

- The quantities shown in the fee schedule are **estimates** only. Actual quantities collected during field operations will be applied to the fee schedule in order to determine final costs.
- Debris removed from the collection system will be properly transported to an approved and accessible waste disposal facility. The Owner will provide this facility at no cost to CES. These fees do not reflect debris disposal costs.
- All manholes within the project area will be located and made accessible, at no cost to CES.
- If, through no fault of CES Operators, inspection equipment, cleaning nozzles or root cutters become lodged in the collection system, the city of Jackson, MS will provide excavation



**COMPLIANCE ENVIROSYSTEMS**

services to retrieve the equipment at no cost to CES. Excavation of lodged items will be completed by within a 48 hour period.

- Transmittal of this proposal in no way suggests, indicates or guarantees a timeline for mobilization.
- This proposal remains valid for 60 days.

**RE: Proposal for CIPP lining in Jackson, MS**

Your signature will serve as **Notice to Proceed** on this project.

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Respectfully Yours,

***Marty Broussard***

Marty Broussard

Business Development

*Compliance EnviroSystems, LLC*

C: 225.678.7034

[mbroussard@ces-sses.com](mailto:mbroussard@ces-sses.com)

[www.ces-sses.com](http://www.ces-sses.com)

#31

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  
1-8-2020

This **ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A BIZHUB C360I COLOR COPIER DIGITAL SYSTEM PRINTER TO BE USED BY THE WATER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.


  
\_\_\_\_\_  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

11/9/20  
\_\_\_\_\_  
DATE



**MEMORANDUM**  
**PUBLIC WORKS DEPARTMENT**

**TO:** Chokwe Antar Lumumba, Mayor

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

**DATE:** December 17, 2019

**RE:** 48 -Month Copier Rental Agreement with Advantage Business System  
State of Mississippi Contract Number 8200038141

---

The current contract providing for the 48-month rental of a BIZHUB Digital System with auxiliary Equipment for use by the Water Maintenance Division expired in January of 2020.

Water Maintenance Division has reviewed the current State of Mississippi contract for copiers. In this review, Advantage Business Systems has proposed a rental and Maintenance contract for the Water Maintenance Division for a 48-Month term. Through state contract 8200038141, Advantage Business system will provide the following.

1. BIZHUB C360i At a monthly rental of \$ 203.00. This include Maintenance all supplies except of paper and staples. Color copies billed @ .055 and Black/White @ .0085 based on single sided, letter sized image per copy.

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

It is the recommendation of the office that this contract be awarded. If you have any questions, or required addition information please do not hesitate to contact this office at 960-1781.



OFFICE OF THE CITY AT TORNE  
1-6-2020

**ORDER AUTHORIZING MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A BIZHUB C360i COLOR COPIER DIGITAL SYSTEM PRINTER TO BE USED BY THE WATER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.**

**WHEREAS**, the Water Maintenance Division of the Department of Public Works desires to enter into a 48-month rental agreement of a copier machine; and

**WHEREAS**, the Advantage Business System provides a BIZHUB C360i Printer with auxiliary equipment through State of Mississippi Contract 8200038141; and

**WHEREAS**, the Advantage Business System has an office located in the City of Jackson; and

**WHEREAS**, it is the recommendation of the Department of Public Works this contract be approve

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the necessary documents with the Advantage Business System providing for the 48-month rental of a Advantage Business System BIZHUB C360i Printer with auxiliary equipment at a cost of \$203.00 per month, plus a copy charge of \$ 0.055 for color and \$ 0.0085 B/W per copy to include labor, parts, toner and drum, except paper.

Item#: \_\_\_\_\_

#31


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

1-21-20

BY: Miller, Lumumba

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

**12/17/2019**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>				
1.	<b>Brief Description/Purpose</b>	Order authorizing a 48 month rental agreement with Advantage Business Systems for a BIZHUB 364E Digital Copier/Printer to be used by the Department of Public works, Water Maintenance Division.				
2.	<b>Who will be affected</b>	City of Jackson Water Maintenance Division				
3.	<b>Benefits</b>	Photo copies for documents to be distributed and filed within the City of Jackson				
4.	<b>Schedule (beginning date)</b>	Scheduled Date Following Council Approval				
5.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	City Wide				
6.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	City Department				
7.	<b>COST</b>	\$203.00 per month; \$0.055 per color copy and \$0.0085 per b/w copy				
8.	<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"/>	Water/Sewer Fund-031-521-40-6514 				
9..	<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 _____

# Proposal for: City of Jackson Water Maintenance



## Advantage Business Systems

5442 Executive Place  
Jackson, MS 39206

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

RECEIVED

DEC 02 2019

CITY OF JACKSON WATER/SEWER  
UTILITIES DEPARTMENT

# Maintenance

## Maintenance Program Includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

**Color Copies billed @ .055 and all B/W Copies billed @ .0085.**

- *(based on single sided, letter sized image)*

# Konica Minolta Overview

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

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

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

## Advantage Business Systems Overview

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

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

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

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



November 18, 2019

City of Jackson -Water Maintenance  
4255 A Michael Avalon  
Jackson, MS 39209

Enclosed please find the information on the Konica Minolta Bizhub C360i color copier. I have put into the Proposal, pricing from Konica Minolta's State of MS Contract # 8200038141. This pricing will enable us to offer you competitive pricing with excellent equipment. I hope these will meet your needs and within your price range.

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

Thanks again for the opportunity,

Sincerely,

A handwritten signature in blue ink that reads "Donna May". The signature is written in a cursive style.

Donna May  
Senior Account Executive  
Advantage Business Systems

# PROPOSED CONFIGURATION

The following Minolta Bizhub C360i Digital Color System provides these features:

- 36 ppm b/w and 36 ppm full color
- 100,000 sheet monthly duty cycle
- Dual Head Scanner (100 sheets)
- 1800 x 600dpi scanning
- Warm up time of less than 41 seconds
- 2 X 500 sheet universal cassette and 150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 9" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Banner Printing
- Super 3G Fax (Fax from desktop)
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device



**48 Month Rental: \$203.00**

- **Bizhub C360i Digital Color Copier/Printer**
- **Desk**
- **Dual Head Scanner**
- **Fax Kit**
- **Staple Finisher with 2/3 hole punch**

**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH INNOVATIVE PERFORMANCE CONSTRUCTION, TO PROVIDE CONSTRUCTION SERVICES FOR ROOF REMOVAL AND REPLACEMENT FOR JACKSON POLICE DEPARTMENT PRECINCT NO. 3 BUILDING, CITY OF JACKSON PROJECT NO. 18B7000.0203, AND FURTHER AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 2)**

**WHEREAS**, the City entered into a contract with Innovative Performance Construction, in an amount not to exceed \$186,666.00; said contract was approved by the City Council on February 5, 2019, to provide construction services for Roof Removal and Replacement for Jackson Police Department Precinct No. 3 Building, City of Jackson Project No. 18B7000.0203; and

**WHEREAS**, the Mayor executed this contract on March 28, 2019; and

**WHEREAS**, Change Order No. 1/Final represents a decrease to the current contract amount due to the adjustment for unused contingency funds, and;

**WHEREAS**, the current contract amount is \$186,666.00 and the decreased contract amount will be \$186,658.64 and;

**WHEREAS**, all work under this contract has been completed, and;

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$8,957.91 to Innovative Performance Construction, and;


**WHEREAS**, the bonding company, Western Surety Company, Stanley Wesley Price, Jr., Attorney-In-Fact Surety on performance of said contract, has authorized release and payment of all money due under said contract.

**IT IS, THEREFORE, ORDERED** that Change Order No. 1/Final to the contract of Innovative Performance Construction , decreasing the contract amount by \$7.36 to a final contract amount of \$186,658.64 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$8,957.91 and release all securities held to Innovative Performance Construction for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion for Roof Removal and Replacement for Jackson Police Department Precinct No. 3 Building, City of Jackson Project No. 18B7000.0203.

**ITEM#:**           #32            
**AGENDA:**           1-21-20            
**BY:** MILLER, JONES, LUMUMBA



POINTS		COMMENTS																																								
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH INNOVATIVE PERFORMANCE CONSTRUCTION, TO PROVIDE CONSTRUCTION SERVICES FOR ROOF REMOVAL AND REPLACEMENT FOR JACKSON POLICE DEPARTMENT PRECINCT NO. 3 BUILDING, CITY OF JACKSON PROJECT NO. 18B7000.0203, AND FURTHER AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 2)</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 project addresses initiative 6.																																								
3.	<b>Who will be affected</b>	All users of Jackson Police Department Precinct No. 3 Building																																								
4.	<b>Benefits</b>	A suitable facility environment.																																								
5.	<b>Schedule (beginning date)</b>	Work is complete.																																								
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 2.																																								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	This action has been implemented by the Public Works Department on behalf of the Police Department.																																								
8.	<b>COST</b>	<b>ACCOUNT NUMBER: 223-453.10-8B7000.0203-6485</b> Change Order No.1/ Final reducing the original contract amount of \$186,666.00 by \$7.36 for a total revised contract amount of \$186,658.64																																								
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"/>	Funding for this project is from:  Insurance Claim Proceeds.																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</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>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</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>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	_____	no	_____	N/A	_____																																			
AABE	_____ %	WAIVER	_____	no	_____	N/A	_____																																			
WBE	_____ %	WAIVER	_____	no	_____	N/A	_____																																			
HBE	_____ %	WAIVER	_____	no	_____	N/A	_____																																			
NABE	_____ %	WAIVER	_____	no	_____	N/A	_____																																			



**City of Jackson  
Department of Public Works**

**TO:** Chokwe Antar Lumumba, Mayor

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

**DATE:** December 17, 2019

**Council Agenda Item Brief**

**Agenda Item:** **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH INNOVATIVE PERFORMANCE CONSTRUCTION, TO PROVIDE CONSTRUCTION SERVICES FOR ROOF REMOVAL AND REPLACEMENT FOR JACKSON POLICE DEPARTMENT PRECINCT NO. 3 BUILDING, CITY OF JACKSON PROJECT NO. 18B7000.0203, AND FURTHER AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION. (WARD 2)**

**Item #:**  
**Council Meeting:** January 7, 2020  
**Consultant/Contractor:** Innovative Performance Construction  
**EBO:** Waiver  
**Purpose:** Roof Removal and Replacement Contract Closeout

**Cost:** \$186,658.64

**Project/Contract Type:** General Construction  
**Funding Source:** Insurance Claim Proceeds  
**Schedule/Time:** Completed  
**DPW Manager:** T. Jones

**Background:** Roof damaged by hailstorm in March, 2013

**Estimated Fees:** NA

**EBO Compliance Details:** Waiver

**Talking Points:** Decrease Change Order due to unused Owner Contingency and Project Closeout. Public Works Facilities Management with assistance from the City's PM/CM, The Jones Group of Mississippi, developed construction documents, and administered the 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**

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This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH INNOVATIVE PERFORMANCE CONSTRUCTION TO PROVIDE CONSTRUCTION SERVICES FOR ROOF REMOVAL AND REPLACEMENT FOR JACKSON POLICE PRECINCT NO. 3 BUILDING, CITY OF JACKSON PROJECT NO. 18B7000.0203, AND FURTHER AUTHORIZING PUBLICATION OF NOTICE COMPLETION (WARD 2)** is legally sufficient for placement in NOVUS Agenda.

  
**TIMOTHY C. HOWARD, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

1/13/20  
DATE

**ORDER RATIFYING A CONTRACT WITH HEMPHILL  
CONSTRUCTION COMPANY, INC. FOR THE NORTH STATE STREET  
AT COLLEGE STREET SEWER EMERGENCY, INC. (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
1/21/20

**WHEREAS**, the Department of Public Works discovered a void in the pavement on North State Street and College Street; and

**WHEREAS**, the presence of the void indicated a potential sewer line collapse that endangered motor vehicle passengers and the environment; and

**WHEREAS**, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, pursuant to the emergency procurement process, a contract was executed with Hemphill Construction Company, Inc. in an amount not to exceed \$66,834.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes; and

**WHEREAS**, in preparation for the repairs to determine the condition of the sewer line and the extent of the collapse, Hemphill Construction Company, Inc. use a television camera device to view the sewer line; and

**WHEREAS**, this initial investigation of the sewer line resulted in a determination that the sewer line was not collapsed, but that the void in the pavement was the result of water intrusion beneath the pavement; and

**WHEREAS**, the cost for mobilization and televising the sewer main charged to the City is \$9,850.00; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-Fact, surety for the performance of the contract has authorized release and final payment of all money due under the contract.


**IT IS, THEREFORE, ORDERED** that the contract with Hemphill Construction Company, Inc. in an amount not to exceed \$66,834.00 without further authorization of the governing authorities for repairs to a collapsed sewer main in the right-of-way of Mill Street is ratified.

**IT IS FURTHER ORDERED** that payment in full for all work performed under the contract in the amount of \$9,580.00 to Hemphill Construction Company, Inc. is authorized.

Item: #33  
Date: 1-21-20

BY: MILLER, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**December 23, 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 RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC, FOR THE NORTH STATE STREET AT COLLEGE STREET SEWER EMERGENCY, INC, (WARD 7)</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>	Motorist traveling on North State Street and College Street																																													
4.	<b>Benefits</b>	Sewer Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	This project is complete																																													
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 7																																													
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>	Final Cost: \$9,580.00																																													
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 173, Municipal Sales Tax 																																													
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	_____																																							
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## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba  
From: Robert K. Miller, Director  
Date: December 23, 2019



**Agenda Item:** North State Street at College Street Sewer Emergency Repair  
**Item #:**  
**Council Meeting:** Regular Council Meeting, January 7, 2020  
**Consultant/Contractor:** Hemphill Construction Company, Inc.  
**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair  
**Cost:** Final Payment: \$9,580.00  
**Project/Contract Type:** Sewer Repair  
**Funding Source:** Fund 173 1% Sales Tax  
**Schedule/Time:** Completed  
**DPW Manager:** Charles Williams Jr., PE, PhD/William "Bill" Miley

### Background:

Attached, you will find an item for the City Council Agenda requesting to ratify a contract with Hemphill Construction Company, Inc, for the North State Street at College Street Sewer Main Emergency Repair.

The emergency was required due to a possible sewer main failure threatening violation of the Clean Water Act. The Mayor declared an emergency to allow solicitation of quotes from contractors to repair the sewer main. The contractor televised the sewer main and discovered no significant defects within the collection line. The pavement void was a result of water intrusion weakening the pavement base. The work was done in accordance with the specifications, and the Public Works recommends approval of final payment to Hemphill Construction Company, Inc. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

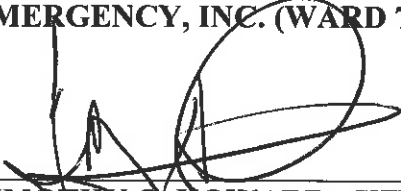

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39202-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

# OFFICE OF THE CITY ATTORNEY

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This ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE NORTH STATE STREET AT COLLEGE STREET SEWER EMERGENCY, INC. (WARD 7) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
TIMOTHY C. HOWARD, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

\_\_\_\_\_  
1/13/20  
DATE

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

**I. REQUEST**

There are currently three sewer collapses that require immediate, emergency repair because of the danger to human health and the environment they pose. There is currently a collapsed sewer line that is causing raw sewage to back up and discharge into the storm drainage system at the Mill Street and Woodrow Wilson Avenue overpass. There are also two collapses on North State Street at High Street and at College Street. Both of these collapses are on a heavily traveled segment of North State Street. The collapse of the pipe and the discharge of sewage into the surrounding ground has the potential to undermine the roadway in such a way that portions of the street may collapse under the weight of vehicles. This would cause damage to vehicles and could potentially cause injury and loss of life. Furthermore, the collapse at College Street could cause the discharge of raw sewage into the adjacent buildings owned by First Baptist Church of Jackson, including their early childhood care center.


According, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to hire one or more contractors to make the necessary repairs to the collapsed sewer lines, pursuant to Section 31-7-13 (k) if the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Bill Miley, Utilities Manager. I have also obtained the review and approval of the Office of the City Attorney and the Chief Administrative Officer as evidenced by the signatures below.

  
\_\_\_\_\_  
ROBERT K. MILLER  
Director, Department of Public Works

8/2/2019  
\_\_\_\_\_  
DATE

**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
TIMOTHY C. HOWARD  
City Attorney

8/2/19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ROBERT BLAINE  
Chief Administrative Officer

8/7/19  
\_\_\_\_\_  
DATE



### III. DECLARATION OF EMERGENCY

I hereby determine that the sewer line collapses at Mill Street and the Woodrow Wilson Avenue overpass, at North State Street and High Street, and at North State Street and College Street constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that the Department of Public Works is authorized to hire one or more contractors to make the necessary repairs to the sewer lines pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved.

  
\_\_\_\_\_  
CHOKWE A. LUMUMBA *Feb*  
Mayor

8/7/2019  
DATE


Department of Public Works




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

Chokwe Antar Lummba  
*Mayor of the City of Jackson*

## MEMORANDUM

**TO:** Robert Miller , Director of Public Works 

**FROM:**  Bill Miley, Utilities Manager

**RE:** Declaration of Emergency for Miscellaneous Sewer Projects

**DATE:** July 29, 2019

The City of Jackson has numerous emergency sewer projects that need immediate attention. The collapses have resulted in unsafe conditions to the Public Streets and Raw Sewage discharge in to City of Jackson's streets and storm drains at Mill Street and Woodrow Willison overpass and North State Street and High Street and North State Street and College Street causing some sewer back up in to customer's laterals. Emergency work is required to prevent further discharge of raw sewage and pavement failures which is a safety concern to the public

Due to location and depth of the sewer main, City forces are not able to make the repairs and a contractor must be hired to make the repairs. It is the recommendation of the Utilities Division that an emergency should be declared pursuant to Section 31-7-1- (f) and - 13 (k) of the Mississippi Code of 1972.

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MS REQUESTING  
THE GOVERNOR TO FULLY FUND AGENCIES PROVIDING MENTAL  
HEALTH SERVICES, PROVIDE PLACEMENT AND HOUSING FOR  
MENTAL PATIENTS, AND END PRACTICE OF RELEASING MENTALLY  
CHALLENGED PERSONS ON TO THE STREETS OF THE CITY OF  
JACKSON**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

**WHEREAS**, the mentally challenged persons existing on the streets of the City of Jackson are at risk of life threatening conditions and in need of mental health services; and

**WHEREAS**, the Jackson City Council must request the help of state government to provide funding for the shelter and treatment for the mentally challenged and to end the practice of releasing said persons on to the streets of the City of Jackson.

**THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of Jackson, Mississippi hereby requests the Governor to fully fund agencies providing mental health services, to provide placement and housing for mental patients, and to end the practice of releasing mentally challenged persons on to the streets of the City of Jackson.

**SO RESOLVED**, this the \_\_\_\_\_ day of January, 2020.

Item # 34  
DATE: January 21, 2020  
BY: STOKES

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE FILING OF A LAWSUIT TO SEEK A REMEDY TO THE FLOODING IN THE CITY OF JACKSON CAUSED BY THE ACTIONS OF THE PEARL RIVER VALLEY WATER SUPPLY DISTRICT.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the City of Jackson is suffering the deluge of water as a result of the mismanagement of the waters which flow into the Pearl River and which cause the creeks and tributaries of the Pearl River to back up and flood the City of Jackson; and

**WHEREAS**, it is in the best interest of citizens of the City of Jackson that legal action be instituted to seek a remedy to the ongoing threat to the public health, safety, and welfare of the citizens of the City of Jackson who are in further and imminent danger of the loss of property and possibly the loss of lives if prompt action is not taken.

**THEREFORE, IT IS HEREBY ORDERED** the City Council of Jackson, Mississippi hereby authorizes the filing of a lawsuit to seek a remedy to the flooding in the City of Jackson caused the actions of the Pearl River Valley Supply District.

SO ORDERED, this the \_\_\_\_\_ day of January, 2020.

Agenda Item # 35  
Agenda Date: January 21, 2020  
BY: STOKES