



**REGULAR MEETING OF THE CITY COUNCIL  
CITY OF JACKSON, MISSISSIPPI  
March 3, 2020  
AGENDA  
10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **PASTOR C.J. RHODES OF MT. HELM BAPTIST CHURCH**

**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. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 14, 2020 FOR THE FOLLOWING CASES:**

2019-1530	2019-1553	2019-1568	2019-1577	2019-1594	2019-1604
2019-1531	2019-1556	2019-1569	2019-1578	2019-1587	2019-1595
2019-1535	2019-1562	2019-1570	2019-1579	2019-1588	2019-1596
2019-1536	2019-1563	2019-1571	2019-1580	2019-1589	2019-1598
2019-1550	2019-1564	2019-1573	2019-1582	2019-1590	2019-1599
2019-1551	2019-1565	2019-1575	2019-1583	2019-1591	2019-1602
2019-1552	2019-1567	2019-1576	2019-1585	2019-1593	2019-1603
2019-1606	2019-1607	2019-1609	2019-1611	2019-1612	

4. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 28, 2020 FOR THE FOLLOWING CASES:**

2019-1608	2020-1003	2020-1012	2020-1019	2020-1030
2019-1613	2020-1005	2020-1013	2020-1022	2020-1032
2019-1614	2020-1006	2020-1014	2020-1024	2020-1033
2019-1615	2020-1008	2020-1015	2020-1025	2020-1034
2020-1000	2020-1009	2020-1016	2020-1027	2020-1035
2020-1001	2020-1010	2020-1017	2020-1028	
2020-1002	2020-1011	2020-1018	2020-1029	

5. **RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 11, 2020 FOR THE FOLLOWING CASES:**

2020-1020	2020-1021	2020-1026	2020-1036	2020-1037	2020-1038
2020-1039	2020-1040	2020-1041	2020-1042	2020-1043	2020-1044
2020-1045	2020-1046	2020-1047	2020-1048	2020-1049	2020-1050
2020-1051	2020-1052	2020-1053	2020-1054	2020-1055	2020-1056
2020-1057	2020-1059	2020-1060			

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, LLC TO BOARD UP AND SECURE STRUCTURE(S) 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 #2019-1512 – 739 LANCELOT ROAD – \$1,566.20. (WARD 3) (HILLMAN, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE, 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 #2019-1524 – 0 BLAIR STREET/LOT NORTH of 238 ASH STREET – \$525.00. (WARD 7) (HILLMAN, LUMUMBA)**

## INTRODUCTION OF ORDINANCES

8. **ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 118, TRAFFIC AND VEHICLES ORDINANCE, ARTICLE VI, STOPPING, STANDING, AND PARKING OF THE JACKSON CODE OF ORDINANCES TO PROVIDE FOR IMPLEMENTATION OF A NEW PARKING METER PROGRAM. (HILLMAN, LUMUMBA)**
9. **ORDINANCE REQUIRING THAT THE SUBSTANTIVE PROVISIONS OF EACH PROPOSED CONTRACT APPEAR IN THE AGENDA ORDERS SUBMITTED TO THE CITY COUNCIL FOR APPROVAL. (BANKS)**

## REGULAR AGENDA

10. **CLAIMS (HORTON, LUMUMBA)**
11. **PAYROLL (HORTON, LUMUMBA)**
12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A REQUEST FOR DELEGATED AUTHORITY TO THE CITY OF JACKSON, MISSISSIPPI FOR THE JACKSONMS.GOV DOMAIN NAME FROM .GOV DOMAIN REGISTRATION. (HORTON, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES/LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM (NLC/LCR) FOR THE CITY OF JACKSON TO JOIN THE 2020 LCR AND RECEIVE \$10,000.00 IN GRANT FUNDS. (BLAINE, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CENTER FOR SUSTAINABLE ENERGY TO DEVELOP THE FIRST CO-BENEFITS PROJECT THAT WILL DEMONSTRATE THE ABILITY TO LEVERAGE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE TO PROVIDE CO-BENEFITS TO COMMUNITIES THAT BORDER THE INTERSTATE. (BLAINE, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE AND HOST THE INAUGURAL TECH JXN FILM FESTIVAL AS A PART OF THE TECH JXN 2020 CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC). (BLAINE, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE AND HOST THE INAUGURAL TECH JXN FILM FESTIVAL AS A PART OF THE TECH JXN 2020 CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC). (BLAINE, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAGNOLIA EVENTS, LLC TO HOST A SOFTWARE DEVELOPERS' CONFERENCE AS A PART OF THE TECH JXN CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC). (BLAINE, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO CONDUCT AN NFPA 1001 PROGRAM FOR THE JACKSON FIRE DEPARTMENT WHICH IS ANTICIPATED TO COMMENCE ON MARCH 16,**

**2020. (OWENS, LUMUMBA)**

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC TO PROVIDE CERTAIN DATA DISCOVER AND ANALYSIS SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MS BELINDA THORNTON MSW TO PROVIDE EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR TRENIA ALLEN TO PROVIDE EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO PROVIDE CERTAIN EVALUATION SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. STEPHANIE DAVIDSON TO PROVIDE CERTAIN EARLY CHILDHOOD LEAD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. MELODY FORTUNE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE TROPHY SHOPPE, TO PROVIDE EVENT TROPHIES AT YOUTH AND ADULT SPORTS EVENTS, ENDING DECEMBER 31, 2020. (WARDS 1-7) (HARRIS, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JUNE 27, 2020 AT A COST OF FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950.00). (WARD 1) (HARRIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON TO ASSIST WITH AND BE RESPONSIBLE FOR THE MARKETING, PROMOTIONS AND OPERATION OF THE JACKSON SOULFUL SERIES EVENTS: MARCH 26 THROUGH AUGUST 29, 2020. (HARRIS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SEVENTEEN (17) PROFESSIONAL SERVICE CONTRACTS WITH VARIOUS ARTISTS PERFORMING IN THE 2020 JACKSON SOULFUL SERIES ALL WHITE PARTY AND BLUES IN THE PARK EVENTS. (WARD 7) (HARRIS, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL**

**SERVICE CONTRACT WITH THE 601 LIVE BAND TO SECURE THEIR PERFORMANCE AT THE CITY OF JACKSON 2020 SOUTH JACKSON PRIDE EVENT, SCHEDULED TO BE HELD ON MCDOWELL ROAD, ON APRIL 18, 2020. (WARD 6) (HARRIS, LUMUMBA)**

30. **ORDER PROPOSING A REVISED GOLF FEE SCHEDULE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER "DUTCH" WELCH DRIVE. (WARD 4) (HARRIS, LUMUMBA)**
31. **ORDER RATIFYING THE ACCEPTANCE OF GOLF SUPPLIES DELIVERED TO P&W GOLF SUPPLY, LLC AND AUTHORIZING THE PAYMENT FOR THE SAME. (WARD 3) (HARRIS, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO REVISE THE 2019/2020 FISCAL BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO INCLUDE ONE (1) TRI-DECK ROLLER MOWER AT A COST OF \$36,655.00 TO CUT AND MAINTAIN THE GOLF COURSES, CEMETERIES, RIGHT OF WAYS, VACANT LOTS, CURBS/GUTTERS AND PARKS. (WARDS 1 - 7) (HARRIS, LUMUMBA)**
33. **ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE JACKSON ZOOLOGICAL PARK, AUTHORIZING THE TRANSFER OF FUNDS FROM THE BUILDING MAINTENANCE CATEGORY TO THE FEED FOR ANIMALS CATEGORY, IN THE AMOUNT OF \$100,000.00. (WARD 5) (HARRIS, LUMUMBA)**
34. **ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOOLOGICAL PARK, THROUGH SEPTEMBER 30, 2020. (WARD 5) (HARRIS, LUMUMBA)**
35. **ORDER AMENDING DECEMBER 18, 2018, MINUTE BOOK, PAGE NUMBER 236 ACKNOWLEDGING FINANCE APPROVED HOURLY PAY RATE INCREASES FOR CERTAIN SEASONAL AND VENDOR CLASSIFIED EMPLOYEES IN THE DEPARTMENT OF PARKS AND RECREATION; SPECIFICALLY THE SCOREKEEPERS, SPORTS OFFICIALS AND YOUTH BASEBALL OFFICIALS. (WARDS 3, 4, 5 &6) (HARRIS, LUMUMBA)**
36. **ORDER RATIFYING AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING PAYMENTS TO EMSL ANALYTICAL, INC. FOR SERVICES RENDERED AND AUTHORIZING THE MAYOR TO EXECUTE WRITTEN AGREEMENT SUBSEQUENT TO PROVISION OF THE SERVICES. (HILLMAN, LUMUMBA)**
37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT TO COMPLETE A COMPREHENSIVE PLAN FOR THE CITY OF JACKSON, MISSISSIPPI. (HILLMAN, LUMUMBA)**
38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH BRAD C. DAVIS OF THE JONES WALKER, LLP LAW FIRM ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN BRAD C. DAVIS AS SPECIAL COUNSEL FOR THE CITY IN CONNECTION WITH DEVELOPMENT OF THE CONVENTION CENTER PROPERTIES. (HILLMAN, LUMUMBA)**

39. **ORDER AUTHORIZING THE MAYOR TO ENTER LIMITED POLE ATTACHMENT AGREEMENTS WITH ENTEGY SERVICES, INC. FOR POLE ATTACHMENTS RELATED TO PARKING METER PROJECT. (HILLMAN, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GREATER EASTOVER FOUNDATION. (WARD 1) (MILLER, LUMUMBA)**
41. **ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS. (ALL WARDS) (MILLER, LUMUMBA)**
42. **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE CONGRESS STREET "BETWEEN PEARL STREET AND PASCAGOULA STREET" BRICK PAVEMENT REPAIR PROJECT. (WARD 7) (MILLER, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC., FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(054) LPA/108164. (WARDS 1 & 7) (MILLER, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2/FINAL TO THE CONTRACT OF PAVECON, LTD, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CITY OF JACKSON ADA IMPROVEMENTS PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(046)LPA/103924, CITY PROJECT NUMBER 31500-905. (WARDS 1, 5 & 7) (MILLER, LUMUMBA)**
45. **AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MURPHY'S DEVELOPMENT, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES. (HILMAN, LUMUMBA)**
46. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL) SEWER EMERGENCY REPAIR. (WARD 7) (MILLER, LUMUMBA)**
47. **ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE MCDOWELL ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 17B4502.902. (WARD 6) (MILLER, LUMUMBA)**
48. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE KINGS HIGHWAY & WARRIOR TRAIL SEWER EMERGENCY REPAIR. (WARD 7) (MILLER, LUMUMBA)**

49. **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE BELL STREET & LAMAR STREET SEWER EMERGENCY REPAIR. (WARD 7) (MILLER, LUMUMBA)**
50. **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ELTON ROAD AT I-55 SOUTH FRONTAGE ROAD SEWER EMERGENCY REPAIR. (WARD 6) (MILLER, LUMUMBA)**
51. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING A SEPARATE FUND FOR THE MONIES RECEIVED FROM HOUSE BILL 1 OF THE FIRST EXTRAORDINARY SESSION OF 2018 KNOWN AS THE MISSISSIPPI INFRASTRUCTURE MODERNIZATION ACT OF 2018. (ALL WARDS) (MILLER, LUMUMBA)**
52. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE O.B. CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS. (MILLER, LUMUMBA)**
53. **ORDER AUTHORIZING THE CITY ATTORNEY TO JOIN IN AND EXECUTE AN AGREED JUDGMENT IN THE SUIT FILED BY RIVER PLACE LLC AGAINST ROBERT E. HARRISON, JR. AND OTHERS INCLUDING THE CITY OF JACKSON, WHICH SEEKS TO CONFIRM AND QUIET TITLE FOR REAL PROPERTY DESCRIBED AS 40 FT N/S DAVIS STREET X 110 FT N & S in SW CORNER LOT 4 CONDON SYNJ, PARCEL 72-10 LOCATED IN JACKSON, MISSISSIPPI. (HOWARD, LUMUMBA)**
54. **ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF TIONNAL GIBBS, A MINOR CHILD, RESULTING FROM A MOTOR VEHICLE ACCIDENT ON OR ABOUT OCTOBER 20, 2018 INVOLVING A JPD VEHICLE. (HOWARD, LUMUMBA)**
55. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC #1609901-P-2968-E 24 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)**
56. **ORDER APPOINTING INTERIM CLERK OF COUNCIL FOR THE CITY OF JACKSON MISSISSIPPI. (LINDSAY)**
57. **ORDER APPOINTING ALICE PATTERSON AS DEPUTY COUNCIL CLERK. (LINDSAY)**
58. **ORDER APPOINTING ASHLEY EVERETT AS DEPUTY COUNCIL CLERK. (LINDSAY)**
59. **ORDER APPOINTING JEAN LISTON AS DEPUTY COUNCIL CLERK. (LINDSAY)**
60. **ORDER APPOINTING KAREN NELSON AS DEPUTY COUNCIL CLERK. (LINDSAY)**
61. **ORDER APPOINTING CYNTHIA HOLLIDAY AS DEPUTY COUNCIL CLERK. (LINDSAY)**
62. **ORDER APPOINTING MAE JONES AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (LINDSAY)**

63. ORDER APPOINTING KIA SULLIVAN AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (LINDSAY)
64. ORDER APPOINTING PHEDRA JENKINS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (LINDSAY)
65. ORDER APPOINTING MAC ARTHUR EPPS DEPUTY COUNCIL CLERK INTERN. (LINDSAY)
66. ORDER APPOINTING KUTENIA TATE GOOD DEPUTY COUNCIL CLERK INTERN. (LINDSAY)
67. ORDER APPOINTING ROBERT HOPKINS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (LINDSAY)
68. ORDER APPOINTING SHANTAYE LEFLORE DEPUTY COUNCIL CLERK INTERN. (LINDSAY)
69. ORDER APPOINTING TERRIANNAH ANDERSON AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS. (LINDSAY)
70. ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THAT FIFTY THOUSAND DOLLARS (\$50,000.00) BE IMMEDIATELY BUDGETED FOR THE BUILDING OF A REPLACEMENT MONUMENT AT THE "FREEDOM CORNER" INTERSECTION OF MEDGAR EVERS BOULEVARD AND REV. DR. MARTIN LUTHER KING, JR. DRIVE. (STOKES)
71. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING A NEW MISSISSIPPI STATE FLAG. (STOKES)
72. ORDER RATIFYING THE ACCEPTANCE OF SIXTY (BODY) WORN CAMERAS FROM VENTURE TECHNOLOGIES, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND SEVENTY-FIVE DOLLARS (\$172,775.00). (DAVIS, LUMUMBA)

#### DISCUSSION

73. DISCUSSION: OAK FOREST COMMUNITY (BANKS)
74. DISCUSSION: NEW JAIL (STOKES)
75. DISCUSSION: UPDATE- SIEMENS LAW SUIT (STOKES)
76. DISCUSSION: LITIGATION MATTER (HOWARD, LUMUMBA)

#### PRESENTATION

77. PRESENTATION: AWARD FROM MDA TO THE JACKSON FIRE DEPARTMENT, THE MAYOR, CITY COUNCIL MEMBERS AND THE CITIZENS OF JACKSON FOR THEIR SUPPORT. (OWENS, LUMUMBA)

#### PROCLAMATION

78. PROCLAMATION RECOGNIZING BOXER CHOWN "CHOP CHOP" SIMS FOR HIS RECENT VICTORY AGAINST K'ERIC "HITMAN" HINTON. (LUMUMBA)



**RESOLUTIONS**

79. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING THE LEFLEUR'S BLUFF CHAPTER OF THE LINKS, INCORPORATED UPON THIRTY-TWO YEARS OF EXCEPTIONAL, INTENTIONAL AND SUSTAINED SERVICE TO COMMUNITY. (STOKES)
80. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MRS. GLORIA JOHNSON, A NOTED LEADER AND GENUINE SERVANT TO COMMUNITY. (STOKES)

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

OFFICE OF THE CITY ATTORNEY  
2/29/20  
Ch

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 14, 2020 FOR THE FOLLOWING CASES:**

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2019-1535	2019-1562	2019-1570	2019-1579	2019-1588	2019-1596	2019-1607
2019-1536	2019-1563	2019-1571	2019-1580	2019-1589	2019-1598	2019-1609
2019-1550	2019-1564	2019-1573	2019-1582	2019-1590	2019-1599	2019-1611
2019-1551	2019-1565	2019-1575	2019-1583	2019-1591	2019-1602	2019-1612
2019-1552	2019-1567	2019-1576	2019-1585	2019-1593	2019-1603	

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

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

**WHEREAS**, hearings were held on January 14, 2020; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2019-1530: Parcel #636-326** located at **315 Country Club Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 2) **Case #2019-1531: Parcel #802-228** located at **110 Flag Chapel Circle**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Item: 3  
Date: 3-3-20

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

- 3) **Case #2019-1535 Parcel #728-83** located at **953 Witsell Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 4) **Case #2019-1536: Parcel #522-536** located at **732 Witsell Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 5) **Case #2019-1550: Parcel #407-238** located at **1370 Weeks Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 6) **Case #2019-1551: Parcel #407-237** located at **1364 Weeks Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 7) **Case #2019-1552: Parcel #407-235** located at **1354-56 Weeks Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 8) **Case #2019-1553: Parcel #309-264** located at **374 Broadview Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 4

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

- 9) **Case #2019-1556: Parcel #212-102** located at **823 Alvarado Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, fallen tree, tree parts wooden boards, crates, appliances, building materials, old furniture, brick, tires and clean curbside.

- 10) **Case #2019-1562: Parcel #116-46** located at **171 Texas Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 11) **Case #2019-1563: Parcel #116-105** located at **148 North Alabama Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 12) **Case #2019-1564: Parcel #802-27** located at **6444 Lyndon B. Johnson**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 13) **Case #2019-1565: Parcel #50-221** located at **3717 Kings Highway**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 14) **Case #2019-1567: Parcel #70-75** located at **204 East Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 15) **Case #2019-1568: Parcel #70-77** located at **212 East Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 7

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

- 16) **Case #2019-1569: Parcel #53-69** located at **3758 Northview Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 17) **Case #2019-1570: Parcel #73-29-3** located at **758 North Mill Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 7

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

- 18) **Case #2019-1571: Parcel #427-60** located at **3917 Meadowlane Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, fallen tree, tree parts wooden boards, crates, appliances, building materials, old furniture, brick, tires and clean curbside.

- 19) **Case #2019-1573: Parcel #564-1042** located at **5852 East Sedgwick Court**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cutting of grass, weeds and removing of trash and debris, appliances, tires, tree parts, furniture, clean curbside.

- 20) **Case #2019-1575: Parcel #18-78** located at **1044 Madison Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, fallen tree, tree parts, wooden boards, crates, appliances, building materials, old furniture, brick, tires and clean curbside.

- 21) **Case #2019-1576: Parcel #72-54** located at **Lot East of 128 West Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 22) **Case #2019-1577: Parcel #72-53-1** located at **2<sup>nd</sup> Lot East of 128 West Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 23) **Case #2019-1578: Parcel #72-53** located at **3<sup>rd</sup> Lot East of 128 West Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Cutting of grass, weeds and removing of trash and debris, appliances, tires, tree parts, furniture, clean curbside.

- 24) **Case #2019-1579: Parcel #70-76** located at **Lot East of 204 East Cohea Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Cutting of grass, weeds and removing of trash and debris, appliances, tires, tree parts, furniture, clean curbside.

- 25) **Case #2019-1580: Parcel #22-19** located at **804 North Jefferson Street**: After hearing testimony from interested parties, Jennifer Welch and Attorney Brad Reeves (Heights Trust Holdings LLC), hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties had no objection to adjudication of menace. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$1000.00. Ward 5

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

- 26) **Case #2019-1582: Parcel #432-279** located at **536 Wellington Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, crates, appliances, building materials, old furniture, old bricks, tree parts, tires, old gray van, clean curbside.

- 27) **Case #2019-1583: Parcel #639-101** located at **4357 Welota Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

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

- 28) **Case #2019-1585: Parcel #56-36-2** located at **228 Stonewall Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be

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

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

- 29) **Case #2019-1586: Parcel #114-38** located at **2008 West Capitol Street**: After hearing testimony from owner, Mr. Rahleecoh, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring February 14, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 30) **Case #2019-1587: Parcel #56-36** located at **224 Stonewall Street**: After hearing testimony from owner Mr. Wilkerson, hearing officer recommends that vehicles be covered and removed from grass and also that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring February 14, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 31) **Case #2019-1588: Parcel #56-74-13** located at **203 Taylor Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, old furniture, building material, tree parts, tires, and clean curbside.

- 32) **Case #2019-1589: Parcel #62-35** located at **348 Manship Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, old furniture, building material, tree parts, tires, and clean curbside.



- 33) **Case #2019-1590: Parcel #711-138 located at 5912 Whitestone Road:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cutting of grass, weeds and removing of trash and debris, remove tree limbs, cut shrubbery, fence line, remove tree parts, cut bushes, cut saplings, remove tires, clean curbside, remove vegetation growth from house, clean roof, paint exterior, replace rotten wood.

- 34) **Case #2019-1591: Parcel #711-406 located at 6167 Waverly Drive:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 35) **Case #2019-1593: Parcel #711-409 located at 6162 Westwind Road:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 36) **Case #2019-1594: Parcel #405-479 located at 2<sup>nd</sup> Lot North 2704 Martin Luther King Jr. Drive (formerly 2708 Martin Luther King Drive):** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 37) **Case #2019-1595: Parcel #405-480 located at Lot North 2704 Martin Luther King Jr Drive:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

**38) Case #2019-1596: Parcel #629-263** located at **715 Westmont Drive**: After hearing testimony from owner Reverend Boyd, hearing officer recommends that the property be adjudicated as a menace to public health and safety, however, interested parties shall be afforded fourteen (14) days to cure expiring January 28, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00 Ward 4

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

**39) Case #2019-1598: Parcel #629-298** located at **721 Glenmont Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. Ward 4

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

**40) Case #2019-1599: Parcel #629-253** located at **722 Westmont Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

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

**41) Case #2019-1602: Parcel #422-199-1** located at **1022 West Mayes Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

**42) Case #2019-1603: Parcel #308-210** located at **4245 Richmond Circle**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 43) **Case #2019-1604: Parcel #410-351** located at **2734 Greenfield Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. Ward 3

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

- 44) **Case #2019-1606: Parcel #414-109** located at **2416 Overbrook Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 45) **Case #2019-1607: Parcel #422-198-1** located at **1014 West Mayes Street/Lot East of 1024 West Mayes Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. Ward 3

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

- 46) **Case #2019-1609: Parcel #517-72** located at **322 Lawrence Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 47) **Case #2019-1611: Parcel #803-30-3** located at **988 Flag Chapel Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old

furniture, old bricks, tree parts, and tires, cut shrubbery, fence line, bushes, saplings and clean curbside.

- 48) **Case #2019-1612 Parcel #634-38** located at **1125 Raymond Road (Buildings 1-17)**:  
No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1500.00. Ward 6

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

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

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

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

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

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


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**     01/14/2020  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to clean private property.			
2.	<b>Public Policy Initiative</b> 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 listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.			
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contracts.			
6.	<b>Location:</b> ▪ 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>	To be determined pending execution of contracts.			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS			
10.	<b>EBO participation</b>	ABE                    _____ % AABE                _____ % WBE                    _____ % HBE                    _____ % NABE                 _____ %	WAIVER    yes    _____ no    _____ WAIVER    yes    _____ no    _____ WAIVER    yes    _____ no    _____ WAIVER    yes    _____ no    _____ WAIVER    yes    _____ no    _____	N/A    _____ N/A    _____ N/A    _____ N/A    _____ N/A    _____	



## MEMORANDUM

TO: Mayor Choke A. Lumumba

Via:  Jordan Hillman  
Director, Planning and Development

Jhai Keeton  
Deputy Director, Planning and Development

From : Community Improvement  
Planning and Development

DATE: January 14, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

OFFICE OF THE CITY ATTORNEY  
TCB  
2/24/20  
CG

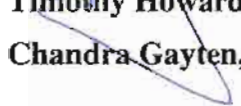
## OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARING HELD JAN. 14, 2020 FOR THE FOLLOWING CASES:

- 2019-1530 2019-1531 2019-1535 2019-1536 2019-1550 2019-1551 2019-1552 2019-1553
- 2019-1556 2019-1562 2019-1563 2019-1564 2019-1565 2019-1567 2019-1568 2019-1569
- 2019-1570 2019-1571 2019-1573 2019-1575 2019-1576 2019-1577 2019--1578 2019-1579
- 2019-1580 2019-1582 2019-1583 2019-1585 2019-1586 2019-1587 2019-1588 2019-1589
- 2019-1590 2019-1591 2019-1593 2019-1594 2019-1595 2019-1596 2019-1598 2019-1599
- 2019-1602 2019-1603 2019-1604 2019-1606 2019-1607 2019-1609 2019-1611 2019-1612

is legally sufficient for placement in NOVUS Agenda.

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

  
 \_\_\_\_\_  
 Chandra Gayten, *Deputy City Attorney* CG

2/24/20  
Date

OFFICE OF THE CITY ATTORNEY  
702  
2/18/20  
CCF

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 28, 2020 FOR THE FOLLOWING CASES:**

2019-1608	2020-1003	2020-1012	2020-1019	2020-1030
2019-1613	2020-1005	2020-1013	2020-1022	2020-1032
2019-1614	2020-1006	2020-1014	2020-1024	2020-1033
2019-1615	2020-1008	2020-1015	2020-1025	2020-1034
2020-1000	2020-1009	2020-1016	2020-1027	2020-1035
2020-1001	2020-1010	2020-1017	2020-1028	
2020-1002	2020-1011	2020-1018	2020-1029	

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

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

**WHEREAS**, hearings were held on January 28, 2020; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2019-1608: Parcel #629-261** located at **709 Westmont Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, building materials, appliances, old furniture, old bricks, tree parts, clean curbside.

- 2) **Case #2019-1613: Parcel #107-90** located at **862 Carver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Item: #24  
Date: 3-3-20



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

- 3) **Case #2019-1614: Parcel #107-303** located at **943 Ann Banks Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 4) **Case #2019-1615: Parcel #107-68** located at **845 Carver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 5) **Case #2020-1000: Parcel #433-169** located at **4646 Meadowridge Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 6) **Case #2020-1001: Parcel #56-4-1** located at **3616 North West Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 7) **Case #2020-1002: Parcel #410-298-2** located at **3939 Stover Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 8) **Case #2020-1003: Parcel #732-908** located at **3725 West Northside Drive**: After hearing testimony from owner **Velma Smith**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring **February 28, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 1

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

- 9) **Case #2020-1005: Parcel #56-5-5** located at **224 Sterling Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, saplings, bushes, shrubbery, fence line, and remove trash and debris, appliances, furniture, bricks, tires, wooden boards, crates, clean curbside.

- 10) **Case #2020-1006: Parcel #56-4-3** located at **204 Sterling Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, saplings, bushes, shrubbery, fence line, and remove trash and debris, appliances, furniture, bricks, tires, wooden boards, crates, clean curbside.

- 11) **Case #2020-1008: Parcel #56-47-7** located at **244 Gunter Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 12) **Case #2020-1009: Parcel #68-58** located at **1122-24 North Lamar Street**: After hearing testimony from owner **Reginald F Warden**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded seven (7) days to cure expiring **February 4, 2020**. If there is a

default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, clean curbside.

- 13) **Case #2020-1010: Parcel #53-56-2** located at **3769 Northview Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

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

- 14) **Case #2020-1011: Parcel #56-58-1** located at **258 East Lorenz Boulevard**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 15) **Case #2020-1012: Parcel #53-33** located at **3718 North West Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, saplings, and remove trash and debris, wooden boards, tree parts, inoperable vehicle, tires, furniture, bricks, crates, clean curbside.

- 16) **Case #2020-1013: Parcel #56-63-4** located at **203 East Lorenz Boulevard**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Cutting of grass, weeds and removing of trash and debris, appliances, old furniture, wooden board, tree parts, tires, crates, clean curbside.

- 17) **Case #2020-1014 Parcel #54-8** located at **3882/2 Northview Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be

adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, bushes, saplings, shrubbery, fence line, and remove trash and debris, tires, wooden board, furniture, appliances,.

- 18) **Case #2020-1015 Parcel #54-6** located at **3882 Northview Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, saplings, and remove trash and debris, wooden boards, appliances, crates, bikes, bricks, furniture, tree parts, blue Chrysler, clean curbside.

- 19) **Case #2020-1016: Parcel #54-46** located at **3851 Northview Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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

- 20) **Case #2020-1017: Parcel #507-356-1** located at **5101 North Highway 55**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house/structure and cut grass, weeds and remove trash and debris, furniture, appliances, carts, crates, clean curbside.

- 21) **Case #2020-1018: Parcel #802-108** located at **6540 Franklin D Roosevelt**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 22) **Case #2020-1019: Parcel #114-41** located at **2002 West Capitol Street**: No appearance by owner or an interested party. Hearing officer recommends that the

property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 23) **Case #2020-1022 Parcel #425-60** located at **3839 Brame Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 24) **Case #2020-1024: Parcel #410-60** located at **2727 Miller Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 25) **Case #2020-1025: Parcel #107-91** located at **860 Carver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 26) **Case #2020-1027 Parcel #421-199-0** located at **3252 Sears Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 7

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

27) **Case #2020-1028: Parcel #166-2-5** located at **1769 University Boulevard ( Terry Road)**: After hearing testimony from owner **Paul Maczka**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded thirty (30) days to cure expiring **February 28, 2020** . If there is a default and the City proceeds with cleaning, hearing officer recommends and assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board-up and secure structure and cut grass, weeds and remove trash and debris, building materials, appliances, tree limbs, old bricks, tree parts, tires, cut shrubbery, fence line, bushes, saplings, clean curbside.

28) **Case #2020-1029 Parcel #124-101-0** located at **164 Delaware Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1000.00. Ward 5

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

29) **Case #2020-1030 Parcel #124-120-0** located at **163 Delaware Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Board-up and secure house and cut grass, weeds and remove trash and debris, appliances, building materials, tree limbs, old bricks, tree parts, tires, cut shrubbery, fence line, bushes, saplings, clean curbside, remove the black Nissan Altima from the rear of this property.

30) **Case #2020-1032 Parcel #126-16-31** located at **328 South Denver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

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

31) **Case #2020-1033 Parcel #114-42-0** located at **101 Clairmont Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 32) **Case #2020-1034 Parcel #124-121-0** located at **169 Delaware Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00 Ward 5

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

- 33) **Case #2020-1035 Parcel #124-72-0** located at **113 AB Fredrica Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

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

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

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

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



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** 01/28/2020


**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																														
<b>1. Brief Description/Purpose</b>	This is the Community Improvement regular agenda for the City Council authority to clean private property.																														
<b>2. Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>1. Neighborhood Enhancement</li> <li>2. Crime Prevention</li> <li>7. Quality of Life</li> </ol>																														
<b>3. Who will be affected</b>	All City of Jackson residents																														
<b>4. Benefits</b>	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																														
<b>5. Schedule (beginning date)</b>	To be determined pending execution of contracts.																														
<b>6. Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	CITYWIDE																														
<b>7. Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																														
<b>8. COST</b>	To be determined pending execution of contracts.																														
<b>9. Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund</li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																														
<b>10. EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A ___</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A ___	AABE	_____ %	WAIVER	yes ___	no ___	N/A ___	WBE	_____ %	WAIVER	yes ___	no ___	N/A ___	HBE	_____ %	WAIVER	yes ___	no ___	N/A ___	NABE	_____ %	WAIVER	yes ___	no ___	N/A ___
ABE	_____ %	WAIVER	yes ___	no ___	N/A ___																										
AABE	_____ %	WAIVER	yes ___	no ___	N/A ___																										
WBE	_____ %	WAIVER	yes ___	no ___	N/A ___																										
HBE	_____ %	WAIVER	yes ___	no ___	N/A ___																										
NABE	_____ %	WAIVER	yes ___	no ___	N/A ___																										



## MEMORANDUM

TO: Mayor Choke A. Lumumba

From :  Jordan Hillman,  
Director, Planning and Development

DATE: January 28, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JANUARY 28, 2020 FOR THE FOLLOWING CASES: 2019-1608 2019-1613 2019-1614 2019-1615 2020-1000 2020-1001 2020-1002 2020-1003 2020-1005 2020-1006 2020-1008 2020-1009 2020-1010 2020-1011 2020-1012 2020-1013 2020-1014 2020-1015 2020-1016 2020-1017 2020-1018 2020-1019 2020-1022 2020-1024 2020-1025 2020-1027 2020-1028 2020-1029 2020-1030 2020-1032 2020-1033 2020-1034 2020-1035 is legally sufficient for placement in NOVUS Agenda.

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

Chandra Gayten, Deputy City Attorney CCG

2/13/20  
\_\_\_\_\_  
Date

OFFICE OF THE CLERK OF THE BOARD OF ALDERMEN  
2/24/20  
KAS  
64

**RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD FEBRUARY 11, 2020 FOR THE FOLLOWING CASES:**

2020-1020	2020-1021	2020-1026	2020-1036	2020-1037	2020-1038	2020-1039
2020-1040	2020-1041	2020-1042	2020-1043	2020-1044	2020-1045	2020-1046
2020-1047	2020-1048	2020-1049	2020-1050	2020-1051	2020-1052	2020-1053
2020-1054	2020-1055	2020-1056	2020-1057	2020-1059	2020-1060	

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

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

**WHEREAS**, hearings were held on February 11, 2020; and

**WHEREAS**, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

**WHEREAS**, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2020-1020: Parcel #126-16-35** located at **316 South Denver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

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

- 2) **Case #2020-1021: Parcel #126-16-4** located at **257 South Denver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1500.00. Ward 5

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

Item: #5  
Date: 3-3-20

- 3) **Case #2020-1026: Parcel #405-183** located at **932 Larkspur Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 4) **Case #2020-1036: Parcel #107-256** located at **823 Crawford Street (OLD STORE)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 5) **Case #2020-1037: Parcel #410-288** located at **3935 Cromwell Street**: After hearing testimony from owner **JESSIE THOMAS**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *thirty (30)* days to cure expiring *March 10, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$250.00. Ward 3

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

- 6) **Case #2020-1038: Parcel #410-286** located at **3927 Cromwell Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 7) **Case #2020-1039 Parcel #410-284** located at **3921 Cromwell Street**: After hearing testimony from owner(s) **Felix Lulu and Kathie Gordon**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *sixty (60)* days to clean expiring *April 10, 2020*, and *five (5)* months to demolish expiring *July 10, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 8) **Case #2020-1040: Parcel #107-278** located at **842 Grandberry Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 9) **Case #2020-1041: Parcel #107-292** located at **821 Grandberry Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

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

- 10) **Case #2020-1042: Parcel #806-200** located at **834 Flag Chapel Road**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

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

- 11) **Case #2020-1043: Parcel #107-260** located at **882 Crawford Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 12) **Case #2020-1044 Parcel #107-99** located at **826 Carver Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 13) **Case #2020-1045: Parcel #421-301** located at **1316 Atley Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 14) **Case #2020-1046: Parcel #107-246** located at **879 Crawford Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 15) **Case #2020-1047: Parcel #107-247** located at **0 Crawford Street/Lot between 869-879 Crawford Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 16) **Case #2020-1048: Parcel #107-257** located at **0 Crawford Street/Lot East of 823 Crawford Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 17) **Case #2020-1049: Parcel #107-384** located at **0 Crawford Street/Lot East of 817-821 Crawford Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 18) **Case #2020-1050: Parcel #108-144-47** located at **2030 Ludlow Avenue**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 19) **Case #2020-1051: Parcel #107-386** located at **817-21 Crawford Street (0 Crawford Street)**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 20) **Case #2020-1052: Parcel #814-7** located at **6047 Clinton Boulevard**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 21) **Case #2020-1053: Parcel #65-56** located at **907 North West Street**: After hearing testimony from owner **Aaron Jenkins**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *seven (7)* days to cure expiring *February 18, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

**Scope of Work: Board-up and secure house and cut grass, weeds, bushes, shrubbery, clean fence line and remove trash and debris, tires, clean curbside.**

- 22) **Case #2020-1054: Parcel #68-55** located at **901-05 North West Street**: After hearing testimony from owner **Aaron Jenkins**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *fourteen (14)* days to enter into a repair agreement expiring *February 25, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7



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

- 23) **Case #2020-1055: Parcel #68-22** located at **328 McKee Street**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 24) **Case #2020-1056: Parcel #432-305** located at **4607 Churchhill Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 25) **Case #2020-1057: Parcel #25-21** located at **646 North Jefferson**: After hearing testimony from owner *Shutaa Mjasiri*, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *thirty (30)* days to cure expiring *March 10, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

**Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove, appliances, building material, wooden boards, trash and debris, old furniture, tires, clean curbside.**

- 26) **Case #2020-1059: Parcel #95-110** located at **Carwash North of 1126 Bailey Avenue**: After hearing testimony from owner *Terry Sumrall*, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *sixty (60)* days to demolish expiring *April 10, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs. Ward 7

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

- 27) **Case #2020-1060: Parcel #616-120** located at **2602 Teresa Drive**: No appearance by owner or an interested party. Hearing officer recommends that the property be

adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$1500.00. Ward 6

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

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

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

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

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

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      **02/11/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Choke A. Lumumba

From : Jordan Hillman  
 Director, Planning and Development

DATE: February 11, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.



OFFICE OF THE  
CITY ATTORNEY  
3/3/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD UP AND SECURE STRUCTURE(S) 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 #2019-1512 – 739 LANCELOT ROAD – \$1,566.20 – WARD 3**

**WHEREAS**, on December 10, 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 November 19, 2019 for Case 2019-1512 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**, **SEE IMPROVEMENT ENTERPRISE LLC** appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to board up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove tree limbs, parts, tires, wooden boards; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 739 Lancelot Road for the sum of \$1,566.20; and

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** has a principal office address of 5258 Hasting Way, Jackson Mississippi 39206.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 739 Lancelot Road deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$1,566.20 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Item: #6  
Date: 3-3-20

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 02/10/2020**

**DATE**

<b>POINTS</b>	<b>COMMENTS</b>																																													
<b>1. Brief Description/Purpose</b>	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
<b>2. Public Policy Initiative</b> 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																																													
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## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

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

DATE: February 10, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **McFIELD, CEDRIC/dba/SEE IMPROVEMENT ENTERPRISE LLC.**, for the board up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1512.

Thank you for your prompt consideration in this matter.



Office of the City Attorney

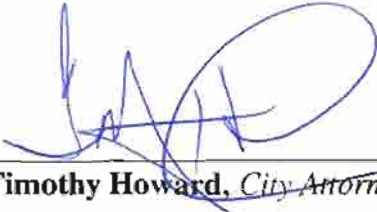
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

2/24/20  
CL

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE LLC TO BOARD UP AND SECURE STRUCTURE(S) 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 #2019-1512- 739 LANCELOT ROAD- \$1,566.20** is legally sufficient for placement in NOVUS Agenda.



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

Chandra Gayten, *Deputy City Attorney* CL

2/24/20  
\_\_\_\_\_  
Date

OFFICE OF THE CITY CLERK  
2/29/20  
C6

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SEE IMPROVEMENT ENTERPRISE 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 #2019-1524 – 0 BLAIR STREET/LOT NORTH OF 238 ASH STREET – \$525.00 – WARD 7**

**WHEREAS**, on December 20, 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 December 3, 2019 for Case 2019-1524 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**, **SEE IMPROVEMENT ENTERPRISE LLC** appeared next on the rotation list and through its representative, Cedric Mcfield, agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove tree limbs, parts, tires, any operative vehicles; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 BLAIR STREET/LOT NORTH OF 238 ASH STREET for the sum of \$525.00; and

**WHEREAS**, **SEE IMPROVEMENT ENTERPRISE LLC** has a principal office address of 5258 Hasting Way, Jackson Mississippi 39206.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with **SEE IMPROVEMENT ENTERPRISE LLC** to cut vegetation and remedy conditions on the property located at 0 BLAIR STREET/LOT NORTH OF 238 ASH STREET deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$525.00 shall be paid to **SEE IMPROVEMENT ENTERPRISE LLC** for the services provided from funds budgeted for the Division.

Item: #7  
Date: 3-3-20

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 02/10/2020**

**DATE**

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



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

## MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM:  Jordan Hillman,  
Director Planning and Development

DATE: February 10, 2020

Ref: Agenda Item

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The attached agenda item is an Order requesting that the Mayor execute a contract with **McFIELD, CEDRIC/dba/SEE IMPROVEMENT ENTERPRISE 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 #2019-1524.

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 SEE IMPROVEMENT ENTERPRISE 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 #2019-1524- 0 BLAIR STREET/LOT NORTH OF 238 ASH STREET - \$525.00** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *CG*

2/24/20  
Date

OFFICE OF THE CITY ATTORNEY  
2/24/20  
CG

Item: #8  
Date: 3-3-20

OFFICE OF THE CITY ATTORNEY  
3-26-2020  
Jen

**ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 118, TRAFFIC AND VEHICLES ORDINANCE, ARTICLE VI, STOPPING, STANDING, AND PARKING OF THE JACKSON CODE OF ORDINANCES TO PROVIDE FOR IMPLEMENTATION OF A NEW PARKING METER PROGRAM**

**WHEREAS**, the City of Jackson recently entered into an Agreement that will provide new equipment and technologies to upgrade the City's parking meters; and

**WHEREAS**, certain amendments to the existing ordinances regulating parking meters are necessary to accommodate the new equipment and technologies that will be used to implement the new, in-house managed parking meter program;

**WHEREAS**, the following amendments to the Jackson Code of Ordinances are required to implement the new parking meter program and effectively use the new equipment and technologies that will be deployed:

**Article VI - Stopping, Standing and Parking, Division 1, sec. 118-325 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson**

Sec. 118-325. - Parking signs required.

Whenever by this Code or any other ordinance of this city, or on a basis as determined by the city traffic engineer after an engineering and traffic investigation, any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the city traffic engineer to erect appropriate signs giving notice of such limit or prohibition, and no such regulation shall be effective unless signs are erected and in place at the time of any alleged offense. Parking meters installed by the city displaying the notice of limitation and fees shall serve as required parking sign.

**Article VI - Stopping, Standing and Parking, Division 2 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson**

Sec. 118-371. - Zones.

- (a) Parking meter zones are hereby established within the city on those streets designated or to be designated by the city council upon which limited parking is permitted and shall be regulated by parking meters between the hours designated or to be designated by the city council.
- (b) The city traffic engineer is hereby authorized, subject to the approval of the city council, to establish parking meter zones at other locations upon the streets or parts of streets where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

Sec. 118-372. - Installation.

- (a) The city traffic engineer shall install parking meters in the parking meter zones established as provided in this division upon the curb immediately adjacent to each designated parking space in the industry standard configuration for single space, double space, or multi-pay station meter layouts. Such meters shall be capable of being operated, either automatically or mechanically, upon therein of coins of United States currency payment

according to the following maximum rate: \$0.50 per hour rates established by subsection (e) of this Ordinance.

- (b) Each parking meter shall be so designed, constructed, installed and set that upon the expiration of the time period registered, by making the deposit of one or more coins payment as provided in subsection (a) of this section, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration of such time, will indicate the interval of time which remains of such period.
- (c) Each parking meter shall bear thereon a legend indicating the days and hours when the requirement to make deposit coins payment therein shall apply, the value of the coins payment to be deposited made and the limited period of time for which parking is lawfully permitted at that meter in the parking meter zone in which such meter is located.
- (d) ~~Whenever parking spaces and their respective meters become inaccessible to the general public due to construction, renovation or any other special event, the party responsible for such lack of use shall pay to the city \$5.00 per day per meter until such time as the meters again become accessible for use by the general public; provided, however, that a fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.~~
- (d) The traffic engineer is authorized to designate the rate structures and time limits within an established meter zone from the rate structures established in subsection (e) of this Ordinance. Multiple rate structures and time limits may be designated within a meter zone. In determining the appropriate rate structures and time limits for parking spaces, the traffic engineer shall consider demand and turnover needs.
- (e) The following rate structure schedule shall be used to calculate the rate of charges on metered spaces on the streets of the city for parking in spaces thereon:

<u>Rate Structure</u>	<u>Rate</u>	<u>Time Limit</u>
<u>Fixed Rate Value</u>	<u>\$0.50 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Fixed Rate Basic</u>	<u>\$1.00 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Escalation Time (2 HRS)</u>	<u>\$1.00 per hour for hours 0 thru 2</u> <u>\$2.00 per hour for hour 3</u> <u>\$3.00 per hour for hour 4 and over</u>	<u>No limit, escalating fee encourages 2-hour turnover and charges premium for longer stays.</u>

<u>Escalation Time (4 HRS)</u>	<u>\$1.00 per hour for hours 0 thru 4 hours</u> <u>\$2.00 per hour for hour 5 and over</u>	<u>No limit, escalating fee encourages 4-hour turnover and charges premium for longer stays.</u>
<u>Handicap Meter Rate Value</u>	<u>\$.50 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>
<u>Handicap Meter Rate Basic</u>	<u>\$1.00 per hour</u>	<u>1 Hour, 2 Hour, 4 Hour, or None</u>

At the traffic engineer's discretion, they may direct that designated meters be programmed to provide a 15-minute courtesy rate during which no charge for parking will accrue. In determining this designation, the traffic engineer shall consider type of services offered by the businesses in proximity to the meter.

Sec. 118-373. - Spaces.

- (a) The city traffic engineer shall designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.
- (b) No person shall park a vehicle in any such designated parking meter space during the restricted or regulated hours applicable to the parking meter zone in which such meter is located so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking meter zone shall be permitted to occupy two adjoining parking meter spaces when coins shall have been deposited payment has been made for the parking meter for each space so occupied as is required in this division for the parking of other vehicles in such space.

Sec. 118-374 - ~~Deposit of coins~~Payment and time limits.

- (a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless ~~coins of the appropriate denomination shall have been deposited therein, or shall have been previously deposited therein~~ the payment has been made for an unexpired interval of time, and such meter has been placed in operation.
- (b) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which



such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space has expired.

- (c) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the ~~number or amounts of the coins deposited~~ payment made for such meter.
- (d) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this chapter and the state vehicle code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

#### Sec. 118-375. - Use of slugs.

No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency.

#### Sec. 118-376. - Tampering with or stealing from meters.

- (a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or place thereon any advertising or unauthorized signs.
- (b) No person shall take, steal or carry away any money or coins deposited in any parking meter.

#### Sec. 118-377. - Application and collection of proceeds.

- (a) The fee required to be deposited in such meters is hereby levied as a police regulation and inspection fee to cover the cost involved in the inspection, installation, operation and control and use of parking spaces and parking meters described herein and involved in checking and regulating the parking of vehicles in the parking meter zones created hereby.
- (b) The funds received from meter payments shall be placed in a Parking Enterprise fund and used for continued maintenance and investment in the parking meter system. Excess revenue may be used within a designated meter zone for improvements related to the City's Complete Streets policy.

#### Sec. 118-378 Meter Reservations

The Parking Meter Supervisor is authorized to reserve metered on-street parking spaces for construction, moving, oversized vehicles, and special events for the duration of the event. Reservation for personal parking is prohibited. Authorization to reserve five or more parking spaces shall require that the applicant obtain and present a valid building permit, or special event permit.

#### Sec. 118-379 Meter Reservations Fees

The parking meter reservation application fee is \$10.00 and meter reservation fee is \$15.00 per meter per day. Metered parking spaces may be reserved for funerals up to ten space at no charge, with no limitation as to frequency. Meter reservations requested by city facilities for an allowable event will not be charged. A fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.

**Sec. 118-380 Meter Reservation Posting**

**Each meter reservation shall be posted on the meter. Posting should include the expiration date, the person or firm for whom it has been provided, and the wording, "No Parking — City of Jackson — Space Restricted to (name of person or firm for whom reservation is provided).**

**Sec. 118-381 Immobilization**

**If a vehicle is parked in a metered space and the registered owner of the vehicle has six (6) or more unpaid parking violation citations any Police Officer, Parking Enforcement Officer, or other authorized City employee may attach or cause to be attached to said vehicle an immobilizing device which will prevent the vehicle from being moved or driven. The fee for immobilizing device removal is \$100.00.**

**If an immobilization device is attached, there shall also be attached securely to the vehicle a notice which states:**

**CAUTION! THIS VEHICLE HAS BEEN MADE IMMOBILE BY A WHEEL-LOCKING DEVICE. SERIOUS DAMAGE TO THE VEHICLE WILL RESULT IF YOU ATTEMPT TO MOVE THE VEHICLE. RELEASE CAN BE OBTAINED BY:**

- (1) Paying the outstanding Parking Violation Citations, together with the fee established to cover the costs of attachment and removal of the locking device, or**
- (2) Posting a bond to cover the above costs and requesting a hearing.**

**Sec. 118-383 Presumption of Ownership**

**In all cases of parking violations, the entity identified through the car tag shall be responsible for the parking citation.**

Secs. 118-378-~~385~~—118-400. - Reserved.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:**

**SECTION 1.** That Article VI - Stopping, Standing and Parking, Division 1, sec. 118-325 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson is amended as follows:

**Sec. 118-325. - Parking signs required.**

Whenever by this Code or any other ordinance of this city, or on a basis as determined by the city traffic engineer after an engineering and traffic investigation, any parking time limit is imposed or parking is prohibited on designated streets, it shall be the duty of the city traffic engineer to erect appropriate signs giving notice of such limit or prohibition, and no such regulation shall be effective unless signs are erected and in place at the time of any alleged offense. Parking meters installed by the city displaying the notice of limitation and fees shall serve as required parking sign.

**SECTION 2.** That Article VI - Stopping, Standing and Parking, Division 2 of Chapter 118 - Traffic and Vehicles Ordinance of Jackson is amended as follows:

Sec. 118-371. - Zones.

- (a) Parking meter zones are hereby established within the city on those streets designated or to be designated by the city council upon which limited parking is permitted and shall be regulated by parking meters between the hours designated or to be designated by the city council.
- (b) The city traffic engineer is hereby authorized, subject to the approval of the city council, to establish parking meter zones at other locations upon the streets or parts of streets where it is determined on the basis of an engineering and traffic investigation that the installation of parking meters shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

Sec. 118-372. - Installation.

- (a) The city traffic engineer shall install parking meters in the parking meter zones established as provided in this division upon the curb in the industry standard configuration for single space, double space, or multi-pay station meter layouts. Such meters shall be capable of being operated, either automatically or mechanically, upon payment according to the rates established by subsection (e) of this Ordinance.
- (b) Each parking meter shall be so designed, constructed, installed and set that upon the expiration of the time period registered, by making payment as provided in subsection (a) of this section, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration of such time, will indicate the interval of time which remains of such period.
- (c) Each parking meter shall bear thereon a legend indicating the days and hours when the requirement to make payment therein shall apply, the value of the payment to be made and the limited period of time for which parking is lawfully permitted at that meter.
- (d) The traffic engineer is authorized to designate the rate structures and time limits within an established meter zone from the rate structures established in subsection (e) of this Ordinance. Multiple rate structures and time limits may be designated within a meter zone. In determining the appropriate rate structures and time limits for parking spaces, the traffic engineer shall consider demand and turnover needs.
- (e) The following rate structure schedule shall be used to calculate the rate of charges on metered spaces on the streets of the city for parking in spaces thereon:

Rate Structure	Rate	Time Limit
Fixed Rate Value	\$ .50 per hour	1 Hour, 2 Hour, 4 Hour, or None
Fixed Rate Basic	\$1.00 per hour	1 Hour, 2 Hour, 4 Hour, or None
Escalation Time (2 HRS)	\$1.00 per hour for hours 0 thru 2 \$2.00 per hour for hour 3	No limit, escalating fee encourages 2-hour turnover and charges premium for longer stays.

	\$3.00 per hour for hour 4 and over	
Escalation Time (4 HRS)	\$1.00 per hour for hours 0 thru 4 hours \$2.00 per hour for hour 5 and over	No limit, escalating fee encourages 4-hour turnover and charges premium for longer stays.
Handicap Meter Rate Value	\$.50 per hour	1 Hour, 2 Hour, 4 Hour, or None
Handicap Meter Rate Basic	\$1.00 per hour	1 Hour, 2 Hour, 4 Hour, or None

At the traffic engineer's discretion, they may direct that designated meters be programmed to provide a 15-minute courtesy rate during which no charge for parking will accrue. In determining this designation, the traffic engineer shall consider type of services offered by the businesses in proximity to the meter.

Sec. 118-373. - Spaces.

- (a) The city traffic engineer shall designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.
- (b) No person shall park a vehicle in any such designated parking meter space during the restricted or regulated hours applicable to the parking meter zone in which such meter is located so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking meter zone shall be permitted to occupy two adjoining parking meter spaces when payment has been made for the parking meter for each space so occupied as is required in this division for the parking of other vehicles in such space.

Sec. 118-374. - Payment and time limits.

- (a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless the payment has been made for an unexpired interval of time, and such meter has been placed in operation.
- (b) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space has expired.

- (c) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the payment made for such meter.
- (d) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this chapter and the state vehicle code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

Sec. 118-375. - Use of slugs.

No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency.

Sec. 118-376. - Tampering with or stealing from meters.

- (a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or place thereon any advertising or unauthorized signs.
- (b) No person shall take, steal or carry away any money or coins deposited in any parking meter.

Sec. 118-377. - Application and collection of proceeds.

- (a) The fee required to be deposited in such meters is hereby levied as a police regulation and inspection fee to cover the cost involved in the inspection, installation, operation and control and use of parking spaces and parking meters described herein and involved in checking and regulating the parking of vehicles in the parking meter zones created hereby.
- (b) The funds received from meter payments shall be placed in a Parking Enterprise fund and used for continued maintenance and investment in the parking meter system. Excess revenue may be used within a designated meter zone for improvements related to the City's Complete Streets policy.

Sec. 118-378 Meter Reservations

The Parking Meter Supervisor is authorized to reserve metered on-street parking spaces for construction, moving, oversized vehicles, and special events for the duration of the event. Reservation for personal parking is prohibited. Authorization to reserve five or more parking spaces shall require that the applicant obtain and present a valid building permit, or special event permit.

Sec. 118-379 Meter Reservations Fees

The parking meter reservation application fee is \$10.00 and meter reservation fee is \$15.00 per meter per day. Metered parking spaces may be reserved for funerals up to ten space at no charge, with no limitation as to frequency. Meter reservations requested by city facilities for an allowable event will not be charged. A fee of \$2.50 per day per meter shall be due the city during a regular or special session of the state legislature for those metered parking spaces abutting the State Capitol grounds on North President Street, High Street, North West Street and Mississippi Street.

#### Sec 118-380 Meter Reservation Posting

Each meter reservation shall be posted on the meter. Posting should include the expiration date, the person or firm for whom it has been provided, and the wording, "No Parking — City of Jackson — Space Restricted to (name of person or firm for whom reservation is provided).

#### Sec. 118-381 Immobilization

If a vehicle is parked in a metered space and the registered owner of the vehicle has six (6) or more unpaid parking violation citations any Police Officer, Parking Enforcement Officer, or other authorized City employee may attach or cause to be attached to said vehicle an immobilizing device which will prevent the vehicle from being moved or driven. The fee for immobilizing device removal is \$100.00

If an immobilization device is attached, there shall also be attached securely to the vehicle a notice which states:

**CAUTION! THIS VEHICLE HAS BEEN MADE IMMOBILE BY A WHEEL-LOCKING DEVICE. SERIOUS DAMAGE TO THE VEHICLE WILL RESULT IF YOU ATTEMPT TO MOVE THE VEHICLE. RELEASE CAN BE OBTAINED BY:**

- (1) Paying the outstanding Parking Violation Citations, together with the fee established to cover the costs of attachment and removal of the locking device, or
- (2) Posting a bond to cover the above costs and requesting a hearing.

#### Sec. 118-383 Presumption of Ownership

In all cases of parking violations, the entity identified through the car tag shall be responsible for the parking citation.


Secs. 118-385—118-400. - Reserved.

**SECTION 3.** This ordinance shall be effective thirty days after enactment and following publication.



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

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

**Date:** February 24, 2020

**Subject:** Agenda Item for City Council Meeting – Parking Meter Ordinance Changes

Attached you will find an item for the agenda that amends various sections of Chapter 118, Traffic and Vehicles ordinance, Article VI, Stopping, Standing, and Parking of the Jackson Code of Ordinances to provide for implementation of a new parking meter program.

**Short Summary:**

The ordinance creates the following changes:

- Clarifies that a meter can serve the purpose of a sign in the case of Sec. 118-325 Parking Signs required. It can communicate the same information. Enforcement has struggled with tickets being dismissed due to signage issue.
- Revises all old language that refers to traditional single space meters and replaces with modern language that includes the array of metering options currently available.
- Revises all old language discussing coins and depositing payments and replaces with language that is inclusive of all current and future payment methods.
- Introduces new rate structure options that give flexibility to place a rate structure on an area through the consideration of demand and turnover needs. This will allow us to maximize revenue and turnover management in high demand areas while providing lower priced parking in lower demand areas. This also provides a variety of levels for the user to choose their level of investment by being willing to walk a block for a lower rate.
- Creates a Parking Meter Enterprise Fund that begins the process of stabilizing the revenue for future capital improvements. This only includes meter revenue, and excludes ticket revenue.
- Updates Bagged Meter/Reservation Program to modern fee structure and process.
- Clarifies authority and process for immobilization device placement (boots).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET March 4, 2020

DATE

POINTS		COMMENTS
1.	<b>Brief Description</b>	<b>ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 118, TRAFFIC AND VEHICLES ORDINANCE, ARTICLE VI, STOPPING, STANDING, AND PARKING OF THE JACKSON CODE OF ORDINANCES TO PROVIDE FOR IMPLEMENTATION OF A NEW PARKING METER PROGRAM</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	3, 4, 5, 6,7
3.	<b>Who will be affected</b>	Anyone parking in Jackson parking meter zones
4.	<b>Benefits</b>	Allow new technology and pricing methods to be used in the parking meter zones to maximize ease of use, enforcement, and revenue in coordination with parking meter upgrades.
5.	<b>Schedule (beginning date)</b>	Upon effective date of ordinance.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	All Wards  Yes
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development, Department of Public Works, Police
8.	<b>COST</b>	None
9.	<b>Source of Funding</b>	



Office of the City Attorney


455 East Capitol Street  
Post Office Box 279  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1759  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2/25/20


## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 118, TRAFFIC AND VEHICLES ORDINANCE, ARTICLE VI, STOPPING, STANDING, AND PARKING OF THE JACKSON CODE OF ORDINANCES TO PROVIDE FOR IMPLEMENTATION OF A NEW PARKING METER PROGRAM** is legally sufficient for placement in NOVUS Agenda.



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

2/25/20  
DATE

Item: #9  
Date: 3-3-20  
By: Banks

**ORDINANCE REQUIRING THAT THE SUBSTANTIVE PROVISIONS OF EACH PROPOSED CONTRACT APPEAR IN THE AGENDA ORDERS SUBMITTED TO THE CITY COUNCIL FOR APPROVAL.**

**WHEREAS**, the City of Jackson operates under the mayor-council form of government with a full-time mayor elected at-large and seven part-time council members elected (one each) from the seven wards.; and,

**WHEREAS**, the Mayor and the City Council, together, comprise the governing authorities for the City of Jackson, Mississippi; and.

**WHEREAS**, the City Council is authorized by Section 21-8-9 of the Mississippi Code of 1972, as amended, to serve as the legislative branch for the city. Each member of the council is empowered to perform the duties specified by the general laws of the state; and.

**WHEREAS**, the only way the City may enter a binding contract is by a valid order duly entered upon its minutes.

**WHEREAS**, contracts and every other substantial action taken by the City must be evidenced by entries on its minutes, and can be evidenced in no other way; and

**WHEREAS**, under Mississippi law, it is incumbent upon persons or artificial entities (i.e., corporations, partnerships, limited partnerships, limited liability companies, etc.) making contracts with a municipality to see that they are legal contracts; further, it is the responsibility of the entity contracting with the municipality, not the responsibility of the municipality itself, to ensure that the contract is properly recorded on the minutes of the municipality; and,

**WHEREAS**, the City Council finds that it is imperative that the substantive provisions of each proposed contract appear in the proposed agenda order relating to each proposed contract; and

**WHEREAS**, the City Council finds that it is imperative that substantive provisions of each contract approved by the City Council must be entered and appear in the City Council's minutes in order to be binding upon the City; and

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT** the following new Sections be added to Chapter 2, Article VI, Division 3 of the Jackson Code of Ordinances:

**DIVISION 3. – CONTRACTS**

**Sec. 2-583. – The Substantive Provisions of Proposed Contracts Must be Submitted to the City Council for Approval.**

The substantive provisions of each proposed contract must appear in the proposed agenda order seeking to authorize each proposed contract. The term “substantive provision” includes, but is not limited to, the following terms and/or conditions:

- a. The term or length of the service;
- b. The effective date and termination date;
- c. The scope of work or service to be performed;
- d. The fees, expenses, or charges to be paid;
- e. Limitation on the aggregate amount of funds to be expended under the contract;
- f. The legal name of each and every party to the contract;
- g. The domicile and business address of each party to the contract;
- h. Any other provision asserted to be “substantive” by the person(s) within the City (i.e., Mayor, Department Director, City Attorney, and/or Council Member(s)) who placed the order for the contract on the agenda;
- i. Any other provision asserted to be “substantive” by the entity seeking to enter a contract with the City.

**Sec. 2-584. – The City bound only by approved substantive provisions**

The substantive provisions of each contract approved by the City Council must be entered, and appear, in the City Council’s minutes in order to be binding upon the City.

**Sec. 2-585. – Contracting party’s affirmative duty to assert substantive provisions.**

It is incumbent upon persons, or artificial entities (i.e., corporations, partnerships, limited partnerships, limited liability companies, etc.), entering into contracts with the City, or seeking to do so, to:

- a. Make certain that they are legal contracts; further, it is the responsibility of each entity contracting with the City, not the responsibility of the City itself, to ensure that the substantive provisions of the contract are properly recorded on the minutes of the City.
- b. Make certain that provisions the entity deems “substantive” are brought to the attention of the governing authorities prior to the related agenda order being voted upon by the City Council. The City will not be bound by such provisions if they are not approved and entered upon the City Council minutes.

**IT IS FURTHER ORDAINED THAT** the afore-mentioned new Sections to Chapter 2, Article VI, Division 3 of the Jackson Code of Ordinances, shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated, As Amended.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A REQUEST FOR DELEGATED AUTHORITY TO THE CITY OF JACKSON, MISSISSIPPI FOR THE JACKSONMS.GOV DOMAIN NAME FROM .GOV DOMAIN REGISTRATION**

OFFICE OF THE CITY ATTORNEY  
3/10/20

**WHEREAS**, the City of Jackson, Mississippi (“City of Jackson”) purchased the jacksonms.gov domain name in 2006; and

**WHEREAS**, the jacksonms.gov provides an easy way for citizens to access the City’s website and

**WHEREAS**, the .Gov Domain Registration entity requires a formal request for delegation of the jacksonms.gov to the City of Jackson; and

**WHEREAS**, the formal request is recommended.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute a formal letter of request to .Gov Domain Registration; and

Item: #12  
Date: 3-3-20  
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  
Administration

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

Date: February 6, 2020

Re: Domain Name Delegation

---

The City of Jackson purchased our jacksonms.gov domain name from dotgov.gov in 2006; and, the City uses the jacksonms.gov domain name for its email, server, and website domain name. Dotgov.gov now requires the City of Jackson to send a formal request for the authority of delegation of the jacksonms.gov second-level domain name. I recommend that we send in this formal request so we can continue to use the jacksonms.gov domain name.

LH/rb

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

**2-06-2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description</b>	Authorize the Mayor to execute a Request for Delegation for the jacksonms.gov Domain Name								
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. Quality of Life								
3.	<b>Who will be affected</b>	All City Departments.								
4.	<b>Benefits</b>	Keeps the jacksonms.gov domain name								
5.	<b>Schedule (beginning date)</b>	TBD								
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"/>	Administration								
8.	<b>COST</b>	\$0.00								
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"/>	N/A								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

Office of the City Attorney

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## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A REQUEST FOR DELEGATED AUTHORITY TO THE CITY OF JACKSON, MISSISSIPPI FOR THE JACKSONMS.GOV DOMAIN NAME FROM .GOV DOMAIN REGISTRATION** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney 

Date

2/9/20

**Subject:** Fwd: SECOND NOTIFICATION: Your .gov Domain Authorization Letter  
**Date:** Thursday, January 9, 2020 at 6:56:34 AM Central Standard Time  
**From:** Rick Blakeney  
**To:** Rick Blakeney

Sent from my iPhone

Begin forwarded message:

**From:** Registrar <registrar@dotgov.gov>  
**Date:** January 6, 2020 at 10:58:05 AM CST  
**To:** "rick.blakeney@gmail.com" <rick.blakeney@gmail.com>  
**Subject:** SECOND NOTIFICATION: Your .gov Domain Authorization Letter

Dear JACKSONMS.GOV domain POC,

To ensure that your domain is in compliance with current DotGov domain [requirements](#), please provide a new authorization letter for your domain. We are requesting this letter because DotGov requirements have changed since this domain was originally authorized.

This is the second request for your authorization letter which must be signed by the highest-level official in your jurisdiction. Please send your signed authorization letter to [registrar@dotgov.gov](mailto:registrar@dotgov.gov) as soon as possible as the domain may be suspended if action is not taken.

For more information on the authorization letter requirements, please visit:

<https://home.dotgov.gov/registration/authorization-templates/>

For more information about the DotGov domain requirements, visit:

<https://home.dotgov.gov/registration/requirements/>

If you have questions, please contact the Help Desk at: [registrar@dotgov.gov](mailto:registrar@dotgov.gov) or 1-877-734-4688.

Sincerely,

The DotGov Registrar

Email secured by Check Point

Email secured by Check Point



**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES / LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM (NLC/LCR) FOR THE CITY OF JACKSON TO JOIN THE 2020 LCR AND RECEIVE \$10,000 IN GRANT FUNDS.**

JACKSON COUNTY ATTORNEY  
2/25/20

**WHEREAS**, the National League of Cities has extended an invitation to the City of Jackson to participate in the 2020 Leadership in Community Resilience program; and

**WHEREAS**, the purpose of the programs is to develop and advance the emerging city-level models for pursuing resilience objectives; and

**WHEREAS**, the program includes four (4) main components:

- 1) Policy and Practice Exchange: allows participants to discuss goals and solicit feedback from other participants
- 2) Grant Award: NLC award of \$10,000.00 to support the local project to engage the public; provide staff trainings, or project implementation
- 3) Invitations: Made to participant City to attend a resilience summit, (date to be determined)
- 4) New Research, Leadership Training and Education Materials: Lessons learned and case studies are shared with cities across the country through a written report and workshops

**WHEREAS**, NLC will engage with each city in the cohort regarding opportunities, resources and services, host webinars to facilitate network connectivity; provide case studies and lessons learned from previous cohort cities; provide \$10,000 in grant funding to support project planning and implementation; perform a site visit to support and participate in the city's resilience event; and invite an elected official and one key staff person to attend an NLC-organized resilience summit (date tbd), hosted in partnership with the Urban Land Institute

**WHEREAS**, the City of Jackson will designate a point person for corresponding with NLC during the technical assistance period; act as a peer resource to cohort cities when relevant; share information that address learning goals; participate fully in webinars/calls; use the \$10,000 to host one or more resilience events that contribute to local climate preparedness and goals; provide a summary report at conclusion of the grant on outcomes of the local program's effectiveness;

**IT IS THEREFORE ORDERED THAT** the Mayor be authorized to accept the National League of Cities award of \$10,000 in grant funding, and to agree that the City of Jackson will participate in the Leadership in Community Resilience program.

Item: #13  
Date: 3-3-20

(Blane, 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  
LCR  
2/25/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL LEAGUE OF CITIES / LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM (NLC/LCR) FOR THE CITY OF JACKSON TO JOIN THE 2020 LCR AND RECEIVE \$10,000 IN GRANT FUNDS is legally sufficient for placement in NOVUS Agenda



Timothy Howard, *City Attorney*

2/25/20  
Date

## Participant Agreement Form

The City of Jackson, MS has been selected by the National League of Cities (NLC) to join the 2020 Leadership in Community Resilience program.<sup>1</sup>

Resilience has increasingly been embraced as a comprehensive, proactive framework to reduce risk and improve operations within the private sector and at all levels of government. The purpose of this program is to develop and advance the emerging city-level models for pursuing resilience objectives. As one of eight cities in the 2020 program cohort, NLC is excited to work with your local elected officials, city staff and community partners. The program includes four main components:

**Policy and Practice Exchange:** Each month, NLC staff will spend time with you individually to discuss and plan your project. NLC will also host quarterly calls or webinars which will allow you to discuss your goals and solicit feedback from the other participants in the group, gain knowledge and expertise in urban resilience issues, and connect you to outside expertise and national/local partners who may be able to provide additional no or low-cost services.

**Grant in the amount of \$10,000** to support your project, which will include one (or more, if relevant) local resilience event. The event should be designed to catalyze action or engage the public as you move through your resilience planning process. Depending on your project focus and needs, the funding may be used towards public engagement, staff trainings, or project implementation. NLC staff will be available to help you formulate the scope of the event(s), will travel to your city to participate, document the project, and promote the outcomes to local media (if relevant).

**Invitations** for an elected official from your city and one key staff member to attend a resilience summit, (date/location TBD) hosted in partnership with the Urban Land Institute.

**New research, leadership training, and education materials:** The lessons learned and case studies from this program will be collected to share with other cities across the country. At the conclusion of the program, lessons from project case studies will be curated into a written report as well as workshop curricula for in-person conferences.

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<sup>1</sup> This program is supported by the National Fish and Wildlife Foundation.

## Roles and Responsibilities

### NLC will:

- Engage with each of the eight cohort cities regularly and provide team leaders with partnership opportunities, resources, and other services as needed.
- Host quarterly webinars and calls to facilitate network connectivity and foster peer learning.
- Provide insights and lessons learned from previous cohort cities and from case studies across the US.
- Provide \$10,000 in grant funding to support project planning or implementation and a local resilience event, and help identify and confirm potential speakers, facilitators, and other participants as necessary.
- Perform a site visit to support and participate in the city's resilience event.
- Provide an invitation to an elected official and one staff member to attend an NLC-organized resilience summit (date/location TBD), hosted in partnership with the Urban Land Institute.

### 2020 Cohort Cities will:

- Designate a lead point person responsible for corresponding with NLC staff throughout the technical assistance period.
- Act as a peer resource to cohort cities when relevant and whenever possible.
- Share information, as requested by NLC, on topics that address the learning goals for this project.
- Participate fully in quarterly cohort webinars or calls, as well as individual technical assistance calls. NLC staff will be available for more communication if desired.
- Use \$10,000 in grant funding provided by the NLC to host one or more local resilience events that substantively contribute to your local climate preparedness or adaptation goals. Suggested uses include, but are not limited to:
  - Cross-departmental resilience workshops for senior city staff
  - Public engagement with historically underrepresented communities
  - Regional resilience workshops to coordinate planning or implementation across jurisdictions
- Provide a summary report upon conclusion of the grant on the outcomes of the program, its effectiveness, as well as lessons learned and recommendations that will aid future work in this area.

## Endorsement and Points of Contact

**By signing below, the City of Jackson agrees to the above participation expectations for the Leadership in Community Resilience project.**

1. Mayor, City Manager, or another Senior Executive:

Signed:

Email address:

Phone number:

2. Lead point of contact:

Signed:

Email address:

Phone number:

**By accepting this grant, both NLC and the City of Jackson agree to the roles and responsibilities enumerated above.**

Cooper Martin  
Program Director, Sustainability  
National League of Cities

OFFICE OF THE CLERK  
2/25/23  
ACB

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CENTER FOR SUSTAINABLE ENERGY TO DEVELOP THE FIRST CO-BENEFITS PROJECT THAT WILL DEMONSTRATE THE ABILITY TO LEVERAGE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE TO PROVIDE CO-BENEFITS TO COMMUNITIES THAT BORDER THE INTERSTATE**

**WHEREAS**, the Center for Sustainable Energy ("CSE") created and has led the National Highway Electrification Initiative (NHEI), which CSE formed for the purpose of transforming transportation and the national economy through the nation-wide-installation of electric vehicle charging infrastructure that both electrifies transportation and provides co-benefits to underserved communities along the interstates; and

**WHEREAS**, the City of Jackson ("City") has agreed to serve as the site for the development of the first co-benefits project that will demonstrate the ability to leverage electric vehicle charging infrastructure to provide co-benefits to communities that border the interstate; and

**WHEREAS**, the City and CSE desire to set forth their understanding of the action items that need to be accomplished to build the co-benefits project and establish the responsibilities each Party agrees to undertake in connection with the action items identified; and

**WHEREAS**, CSE commits that its President, or his designee, will represent CSE in the fund-raising meetings; and the City commits that the Mayor or his designee will represent the City in the fund-raising meetings; and

**WHEREAS**, the City and CSE acknowledge and agree that they need to closely collaborate in the identification of funding targets, and the presentation(s) to the targets and will appoint specific staff members to coordinate CSE's and City's schedules to facilitate the setting of meetings required to prepare for fund raising and to attend fund raising meetings; and

**WHEREAS**, the Parties agree that fund raising activities may include attending events and traveling throughout the United States to raise awareness and funding for the Project; and

**WHEREAS**, subject to prior written consent as to form and content, the City may grant CSE the right to use the name, likeness, and quotes of the City of Jackson's Mayor in materials to be used for fund-raising and for co-benefits work in support of the Project; and

**WHEREAS**, the City grants CSE the right to publicly announce the City's commitment to NHEI; provided, however, that any materials to publicized shall be approved in advance by the City; and

**WHEREAS**, the City, through its Mayor, commits to serving on the NHEI Co-Benefits Advisory Board, which will advise CSE on future NHEI goals, opportunities, collaborations, and projects across the United States; and

**WHEREAS**, any change(s) to the MOU must have prior Council approval.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute the Memorandum of Understanding and related documents with the Center for Sustainable Energy to leverage electric vehicle charging infrastructure to provide co-benefits to communities that border the interstate.

ITEM # \_\_\_\_\_ #14  
AGENDA DATE: \_\_\_\_\_  
BY: BLAINE, LUMUMBA

Office of the City Attorney

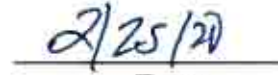
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CENTER FOR SUSTAINABLE ENERGY TO DEVELOP THE FIRST CO-BENEFITS PROJECT THAT WILL DEMONSTRATE THE ABILITY TO LEVERAGE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE TO PROVIDE CO-BENEFITS TO COMMUNITIES THAT BORDER THE INTERSTATE is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE TWO PROMOTIONAL VIDEOS FOR THE TECH JXN CONFERENCE & FESTIVAL THAT WILL TAKE PLACE ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC)**

OFFICE OF THE CITY ATTORNEY  
MAXX  
3/26/20

**WHEREAS**, the City of Jackson will host the TECH JXN 2020 Conference and Festival April 16-18, 2020 at the Jackson Convention Complex; and

**WHEREAS**, Maximus Wright Productions will be responsible for developing the concepts , writing the scripts, casting, filming and editing two promotional videos for the TECH JXN 2020 Conference and Festival; and

**WHEREAS**, Maximus Wright Productions will present the concepts and scripts for the two promotional videos to the Office of the Chief Administrator of City of Jackson for approval; and

**WHEREAS**, upon approval of the concepts and scripts by the Office of the Chief Administrator, Maximus Wright Productions will submit an invoice for \$1,500 for services rendered; and

**WHEREAS**, once the principle filming has been completed and approved, Maximus Wright Productions will submit an invoice for \$2,000 for services rendered; and

**WHEREAS**, at the point in time when the two promotional videos are ready to go public, Maximus Wright Productions will submit an invoice for \$2,000 for services rendered.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute an agreement with Maximus Wright Productions to be responsible for developing and producing two promotional videos for the promotion of the TECH JXN 2020 Conference and Festival to be held April 16-17, 2020 at the Jackson Convention Complex, for a fee not to exceed \$5000. These funds will be paid with funds from the W. K. Kellogg grant *Economic Pathways to Human Dignity*.

Item: #15  
Date: 3-3-20  
By: Blaine, Lumumba



# CITY COUNCIL AGENDA ITEM 10-POINT DATA SHEET

DATE: 2/26/2020

	<b>POINTS</b>	<b>COMMENTS</b>																																																												
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement with Maximus Wright Productions to produce two promotional videos for the TECH JXN 2020 Conference & Festival that will take place on April 16-18, 2020 at the Jackson Convention Complex (JCC)																																																												
2.	<b>Purpose</b>	To promote the TECH JSN 2020 Conference & Festival to reach all audiences in the City of Jackson to attend the event																																																												
3.	<b>Who will be affected</b>	City of Jackson																																																												
4.	<b>Benefits</b>	To reach as many Jacksonians as possible to attend the TECH JXN 2020 Conference & Festival																																																												
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council																																																												
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Citywide																																																												
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/>  ▪ Consultant <input type="checkbox"/>	CAO																																																												
8.	<b>COST</b>	\$5000																																																												
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	W. K. Kellogg grant <i>Economic Pathways to Human Dignity</i>																																																												
10.	<b>EBO participation</b>	<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%;">no ___</td> <td style="width: 35%; text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">x</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">x</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">x</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">x</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: center;">x</td> <td></td> <td></td> <td></td> <td></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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Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE TWO PROMOTIONAL VIDEOS FOR THE TECH JXN CONFERENCE & FESTIVAL THAT WILL TAKE PLACE ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D Allen, *Special Assistant*

  
\_\_\_\_\_  
Date

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE AND HOST THE INAUGURAL TECH JXN FILM FESTIVAL AS A PART OF THE TECH JXN 2020 CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC)**

OFFICE OF THE CLERK  
Blaine Lumumba  
3/24/20

**WHEREAS**, the City of Jackson will host the TECH JXN 2020 Conference and Festival April 16-18, 2020 at the Jackson Convention Complex; and

**WHEREAS**, Maximus Wright Productions will produce and host the inaugural TECH JXN Film Festival for the TECH JXN 2020 Conference and Festival; and

**WHEREAS**, the Film Festival will present screenings of regional short and feature length films, host master classes on comedic and dramatic acting with a celebrity actor, and feature directing demonstrations on a live set; and

**WHEREAS**, Maximus Wright Productions will be responsible for curating the celebrity actor for the Film Festival and confirming his/her appearance at the TECH JXN 2020 Conference and Festival April 16-18, 2020; and

**WHEREAS**, Maximus Wright Productions will submit an invoice for services rendered after confirming the celebrity actor, in the amount of \$2,000; and

**WHEREAS**, Maximus Wright Productions will set up all arrangements made for the Film Festival and submit an invoice for services rendered at the TECH JXN 2020 Conference and Festival April 16-18, 2020, in the amount of \$3,000.

**IT IS THEREFORE ORDERED** that the Mayor be authorized to execute an agreement with Maximus Wright Productions, to produce the inaugural TECH JXN Film Festival to be featured at TECH JXN 2020 on April 16 – 18, 2020 at the Jackson Convention Complex, at a cost not to exceed \$5,000. These funds will be paid from the W. K. Kellogg grant, *Economic Pathways to Human Dignity*.

Item: #16  
Date: 3-3-20

(BLAINE, LUMUMBA)

# CITY COUNCIL AGENDA ITEM 10-POINT DATA SHEET

DATE: 2/26/2020

<b>P O I N T S</b>		<b>C O M M E N T S</b>				
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement Maximus Wright Productions to produce and host the inaugural TECH JXN Film Festival as part of the TECH JXN 2020 Conference & Festival on April 16-18, 2020 at the Jackson Convention Complex (JCC)				
2.	<b>Purpose</b>	To present cultural/educational activities, entertainment, and opportunities for economic development in the City of Jackson				
3.	<b>Who will be affected</b>	City of Jackson				
4.	<b>Benefits</b>	Provide activities in the Culture and Education sectors of TECH JXN 2020 to all attendees at this year's Conference and Festival				
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council				
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE</b> (yes or no) (area)  ▪ <b>Project limits if applicable</b>	Citywide				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	CAO				
8.	<b>COST</b>	\$5000				
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"/>	W. K. Kellogg grant <i>Economic Pathways to Human Dignity</i>				
10.	<b>EBO participation</b>	ABE _____% <input checked="" type="checkbox"/>	WAIVER yes ___ no ___	N/A		
		AABE _____% <input checked="" type="checkbox"/>	WAIVER yes ___ no ___	N/A		
		WBE _____% <input checked="" type="checkbox"/>	WAIVER yes ___ no ___	N/A		
		HBE _____% <input checked="" type="checkbox"/>	WAIVER yes ___ no ___	N/A		
		NABE _____% <input checked="" type="checkbox"/>	WAIVER yes ___ no ___	N/A		

Office of the City Attorney

455 East Capitol Street  
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Telephone: (601) 960-1799  
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## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAXIMUS WRIGHT PRODUCTIONS TO PRODUCE AND HOST THE INAUGURAL TECH JXN FILM FESTIVAL AS A PART OF THE TECH JXN 2020 CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D Allen, *Special Assistant*

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
WJX  
2/26/20

OFFICE OF THE CITY ATTORNEY  
- Holt - 2/26/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAGNOLIA EVENTS LLC TO HOST A SOFTWARE DEVELOPERS CONFERENCE AS A PART OF THE TECH JXN CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC)**

**WHEREAS**, Magnolia Events LLC will host the Software Developers Conference as a part of the TECH JXN Conference and Festival to be held on April 16-18, 2020; and

**WHEREAS**, Magnolia Events LLC will plan all conference logistics, ensure ticket sales and marketing services for the Software Developers Conference as a component of the TECH JXN Conference and Festival; and

**WHEREAS**, the City of Jackson will pay Magnolia Events \$5,000.00 toward expenses incurred for this year's TECH JXN Conference and Festival event to include: travel and meals for speakers and emcee, audio/visual expenses at the JCC, website hosting, promotional materials, and services such as ticket sales and project management.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement with Magnolia Events, LLC to provide services for the TECH JXN Conference and Festival by being responsible for coordination and implementation of the Software Developers Conference, including all production requirements, all marketing and promotions, and related website hosting, to be held April 16-17, 2020 at the Jackson Convention Complex, for a fee not to exceed \$5000. These funds will be paid from the W. K. Kellogg grant *Economic Pathways to Human Dignity*.

Item: #17  
Date: 3-3-20  
By: Blaine, Lumumba

# CITY COUNCIL AGENDA ITEM 10-POINT DATA SHEET

DATE: 2/26/2020

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute an agreement with Magnolia Events LLC to host a Software Developers Conference as a part of the TECH JXN Conference & Festival on April 16-18, 2020 at the Jackson Convention Complex (JCC)
2.	<b>Purpose</b>	To provide a forum for technology development for the City of Jackson
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	Economic development for the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon approval by City Council
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	CAO
8.	<b>COST</b>	\$5000
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"/>	W. K. Kellogg grant <i>Economic Pathways to Human Dignity</i>
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

FILED BY THE  
MAYOR  
2/26/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAGNOLIA EVENTS LLC TO HOST A SOFTWARE DEVELOPERS CONFERENCE AS A PART OF THE TECH JXN CONFERENCE & FESTIVAL ON APRIL 16-18, 2020 AT THE JACKSON CONVENTION COMPLEX (JCC) CONCURRENT WITH THE TECH JXN CONFERENCE AND FESTIVAL is legally sufficient for placement in NOVUS Agenda.

  
Monica D Allen, *Special Assistant*

  
Date



**ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO CONDUCT AN NFPA 1001 PROGRAM FOR THE JACKSON FIRE DEPARTMENT WHICH IS ANTICIPATED TO COMMENCE ON MARCH 16, 2020**

OFFICE OF THE CITY CLERK  
*Christina Johnson*

WHEREAS, Section 45-11, 253 of the Mississippi Code gives the Mississippi Fire Personnel and Minimum Standards Board the authority to establish minimum training standards for fire personnel and certify such persons as being qualified; and

WHEREAS, the Mississippi Fire Personnel and Minimum Standards Board has promulgated training standards for fire personnel and mandates that candidates enroll and successfully complete the NFPA Firefighter 1001-I/II as a prerequisite to the issuance of certification; and

WHEREAS, the NFPA Firefighter 1001-I/II course may be taken on the campus of the Mississippi State Fire Academy or through a field delivery program; and

WHEREAS, the Jackson Fire Department has candidates which it recommends for participation in the Mississippi State Fire Academy field delivery program; and

WHEREAS, the anticipated date for commencement of the field delivery program is March 16, 2020; and

WHEREAS, the Mississippi State Fire Academy has provided the Jackson Fire Department with a Memorandum of Understanding related to the candidates it is recommending for participation in the field delivery program with provisions as follows:

(1) The location of the field delivery program will be the Jackson Fire Department Training Facility; and

(2) The Mississippi State Fire Academy will furnish to the course coordinator for the City of Jackson Fire Department the Fire Fighter 1001 I-II Field Course and a complete package to manage delivery of the course; and

(3) **Books will not** be included in the materials furnished the City of Jackson Fire Department, and the City of Jackson is responsible for purchasing any required books from the textbook publisher; and

(4) All documents and curriculum furnished the City of Jackson Fire Department shall constitute property of the Mississippi State Fire Academy and may not be duplicated or used outside of the subject delivery; and

Item: #18  
Date: 3-3-20  
By: Owens, Lumumba

(5) The Mississippi State Fire Academy will approve and administer all written and skill examinations; and

(6) Certificates will be issued upon the successful completion of the course; and

(7) The minimum number of candidates has been established as eight (8) and the maximum number of candidates for the field delivery course is 15; and

(8) The cost per candidate is \$500.00;

(9) The minimum service fee is \$4,000 (calculated as \$500 x 8 candidates); and

(10) The maximum service fee is \$7,500.00 (calculated as \$500 x 15 candidates); and

(11) The Mississippi State Fire Academy will invoice the City of Jackson upon completion of the service, and payment will become due within thirty (30) days of completion of the services and receipt of the invoice; and

**WHEREAS**, the best interest of the public health, safety, and welfare would be served by authorizing the Mayor to execute the MOU with the Mississippi State Fire Academy and authorizing payment of the applicable service fee upon completion of the services;

**IT IS HEREBY ORDERED** that the Mayor shall be authorized to execute the MOU with the Mississippi State Fire Academy for the delivery course anticipated to commence on March 16, 2020;

**IT IS FURTHER HEREBY ORDERED** that the minimum service fee of \$4,000.00 may be paid upon completion of the services and receipt of the invoice;

**IT IS FURTHER HEREBY ORDERED** that an additional sum of \$500.00 per candidate above 8 may be paid subject to the maximum sum of \$7,500.00.

Item No. \_\_\_\_\_

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

By: Lumumba, Owens

## MEMORANDUM

**To:** Chokwe Antar Lumumba, Mayor City of Jackson  
**From:** Willie Owens, Chief of Fire Department  
**Date:** February 19, 2020  
**Re:** Mississippi State Fire Academy is to Conduct an NFPA 1001 Program

---

The Jackson Fire Department has candidates eligible for participating in the NFPA 1001 Fire Training Program. Discussions with the Mississippi State Fire Academy concerning a field delivery course have resulted in an Memorandum of Understanding.

The attached agenda item requests that the Council authorize execution of the MOU. The terms of the MOU are set forth in the agenda item accompanying this memo.

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

WO/kb

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET February 19, 2020

DATE

POINTS		COMMENTS
1.	<b>Brief</b> Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE SERVICE AGREEMENT WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) TO CONDUCT AN NFPA 1001 PROGRAM FOR THE JACKSON FIRE DEPARTMENT STARTING IN MARCH 2020 UNTIL COMPLETED (ALL WARDS)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Citizens of Jackson 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> (area)  ▪ <b>Project limits if applicable</b>	ALL WARDS  CITY WIDE
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	JACKSON FIRE DEPARTMENT
8.	<b>COST</b>	\$500.00 per candidate with minimum of 8 candidates at \$4,000.00 and a maximum of 15 candidates at \$7,500.00.
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>	

Office of the City Attorney


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



## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH MISSISSIPPI STATE FIRE ACADEMY (MSFA) FOR THE NFPA FIREFIGHTER 1001 I-II COURSE** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney  DATE 2/21/2020



# STATE FIRE ACADEMY



**Terry Wages**  
Executive Director

Division of Mississippi Department of Insurance  
1 Fire Academy U.S.A.  
Jackson, Mississippi 39208-9600  
Phone: (601) 932-2444

**Mike Chaney**  
Insurance Commissioner

### Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

**Customer Name:** Jackson Fire Department  
**Address:** 555 S. West Street  
**City, State Zip:** Jackson, MS 39201  
**Phone:** 601-961-1523  
**Fax:** 601-960-2076  
**Federal ID Number:**  
**Contact Person/Title:** Billy Johnson / Chief of Training  
**Email Address:** bjohnson@city.jackson.ms.us

**1. DATE(S) OF SERVICE:** March 2020

**2. LOCATION FOR SERVICE TO BE PERFORMED:** Jackson Fire Department Training Facility

**3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER** Mississippi State Fire Academy (MSFA) shall provide the course Fire Fighter 1001 I-II: Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

**4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 8 Maximum Number: 15

**5. SERVICE FEE:** Total Cost: **\$7,500.00** And/or Cost Per Student: **\$500.00 /student**  
Jackson Fire Department – 15 students X 500.00 = \$7,500.00

**Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.**

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

**Please note :** If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided:  Yes  No If Yes, indicate which meals are provided:  
Breakfast served 6:30 a.m. to 7:15 a.m Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested:  Yes        # of Beds  No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

**6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:**

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

**7. INSURANCE:**

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

**8. GOVERNING LAW:**

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

**9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:**

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

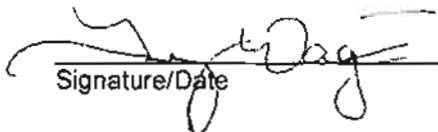
**10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:**

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**PARTIES IN AGREEMENT:**

Mississippi State Fire Academy  
Authorized Personnel: Terry Wages, Executive Director  
Authorized Personnel: Paul Ammerman, Office Director

Customer: Jackson Fire Department  
Authorized Personnel: Chokwe Antar Lumumba  
Title: Mayor  
Authorized Personnel:

 2/13/2020  
Signature/Date

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

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

\_\_\_\_\_  
Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:  
\_\_\_\_\_

Telephone:  
Email:

Customer Invoicing/Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC TO PROVIDE CERTAIN DATA DISCOVER AND ANALYSIS SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

OFFICE OF THE CITY CLERK  
CIVIL  
2/29/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipient; to provide Data Discover and Analysis Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Lacey Loftin Consulting, LLC is capable and qualified to conduct the Data Discover and Analysis Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Lacey Loftin Consulting, LLC in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) for the provision of Data Discover and Analysis Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No. #19

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

By: Kidd



CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Lacey Loftin Consulting, LLC to provide certain Data Discover and Analysis Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education					
3.	<b>Who will be affected</b>	Residents ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$75,000.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 29, 2020

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC TO PROVIDE CERTAIN DATA DISCOVERY AND ANALYSIS SERVICES TO THE CITY OF JACKSON.**

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This agenda item authorizes the execution of a contractual agreement with Lacy Loftin Consulting, LLC to provide certain community Engagement strategy support services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LACEY LOFTIN CONSULTING, LLC TO PROVIDE CERTAIN DATA DISCOVER AND ANALYSIS SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



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Timothy Howard, *City Attorney*

Monica D. Allen, *Special Assistant*

2/24/20

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DATE

*COPY TO MAYOR*  
*2/24/20*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MS BELINDA THORNTON MSW TO PROVIDE EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

OFFICE OF THE CITY CLERK  
Mississippi  
3/24/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide Certain Teacher Coaching Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to coach, mentor and model best practices for the program; and

**WHEREAS**, Ms. Belinda Thornton MSW is capable and qualified to conduct the certain Lead Teacher Coaching Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Ms. Belinda Thornton MSW in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the provision of Early Childhood Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No.     #20      
Agenda Date   3-3-20  

By: Kidd

ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Ms. Belinda Thornton to provide Early Childhood Teacher Coaching Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education					
3.	<b>Who will be affected</b>	Teachers of residents ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$40,000.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant					
10.	<b>EBO participation</b>	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A N/A N/A N/A N/A			

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 29, 2020

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH MS BELINDA THORNTON MSW TO PROVIDE CERTAIN TEACHER COACHING TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Belinda Thornton, MSW to provide Early Childhood Teacher Coaching Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MS. BELINDA THORTON MSW TO PROVIDE EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

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

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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR  
TRENIA ALLEN TO PROVIDE EARLY CHILDHOOD TEACHER COACHING  
SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

CITY OF JACKSON  
MAYOR  
3/3/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide Certain Teacher Coaching Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to coach, mentor and model best practices for the program; and

**WHEREAS**, Dr. Trenia Allen is capable and qualified to conduct the Early Childhood Teacher Coaching Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Dr. Trenia Allen in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the provision of Early Childhood Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No.     #21      
Agenda Date     3-3-20    

By: Kidd



ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Dr. Trenia Allen to provide Certain Early Childhood teacher Coaching Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Preveation</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education					
3.	<b>Who will be affected</b>	Teachers of residents ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$30,000.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 29, 2020

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH DR. TRENIA ALLEN TO PROVIDE  
CERTAIN EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Dr. Stephanie Davidson to provide certain Early Childhood Teacher Coaching to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

Office of the City Attorney

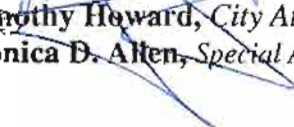
455 East Capitol Street  
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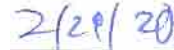
## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. TRENIA ALLEN TO PROVIDE EARLY CHILDHOOD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Monica D. Allen, Special Assistant

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO PROVIDE CERTAIN EVALUATION SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

CITY OF THE CITY MANAGER  
C.A.W.A. 2/24/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi ("City") funds to establish a quality foundation of prekindergarten services that will ensure all Jackson's four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to evaluate and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Dr. Rodney Washington dba Consulting Plus is capable and qualified to conduct evaluation and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Dr. Rodney Washington dba Consulting Plus in an amount not to exceed Sixty Thousand Dollars (\$60,000) for the provision of services to analyze, evaluate, and report required by W.K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No. #22  
Agenda Date 3-3-20

By: Kidd

ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Dr. Rodney Washington dba Consulting Plus to provide Evaluation Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education					
3.	<b>Who will be affected</b>	Residents ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$60,000.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO: The Honorable Chokwe Antar Lumumba  
Mayor**

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

**DATE: January 29, 2020**

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO PROVIDE CERTAIN EARLY CHILDHOOD EVALUATION SERVICES TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Dr. Rodney Washington dba as Consulting Plus to provide certain Early Childhood Evaluator Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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


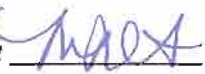
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. RODNEY WASHINGTON DBA CONSULTING PLUS TO PROVIDE CERTAIN EVALUATION SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. STEPHANIE DAVIDSON TO PROVIDE CERTAIN EARLY CHILDHOOD LEAD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

OFFICE OF THE CITY CLERK  
CIVIL  
3/2/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipients to provide certain Early Childhood Lead Teacher Coaching Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to coach, mentor and model best practices for the program; and

**WHEREAS**, Dr. Stephanie Davidson is capable and qualified to conduct the certain Lead Teacher Coaching Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Dr. Stephanie Davidson in an amount not to exceed Forty Thousand Dollars (\$40,000) for the provision of Early childhood Lead Teacher Coaching Services and to prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No. #23  
Agenda Date 3-3-20

By: Kidd



ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Dr. Stephanie Davidson to provide Certain Lead Teacher Coaching Services to the City of Jackson.					
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>o Youth &amp; Education</li> <li>o Crime Prevention</li> <li>o Changes in City Government</li> <li>o Neighborhood Enhancement</li> <li>o Economic Development</li> <li>o Infrastructure and Transportation</li> <li>o Quality of Life</li> </ul>	Quality of Life Youth and Education					
3.	<b>Who will be affected</b>	Teachers of residents ages four and five					
4.	<b>Benefits</b>	Educational					
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020					
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>o Mayor's Office</li> <li>o City Department</li> <li>o Consultant</li> </ul>	Department of Human and Cultural Services					
8.	<b>COST</b>	\$40,000.00					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>o General Fund</li> <li>o Enterprise</li> <li>o Grant</li> <li>o Bond</li> </ul> Other	Kellogg Grant					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 29, 2020

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH DR. STEPHANIE DAVIDSON TO PROVIDE CERTAIN LEAD TEACHER COACHING TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Dr. Stephanie Davidson to provide certain Lead Teacher Coaching to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

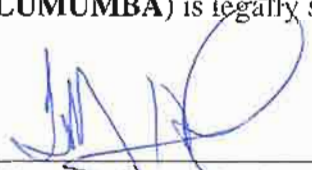
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. STEPHANIE DAVIDSON TO PROVIDE CERTAIN EARLY CHILDHOOD LEAD TEACHER COACHING SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, Special Assistant 

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. MELODY FORTUNE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA)**

OFFICE OF THE CITY CLERK  
DNDL  
2/25/20

**WHEREAS**, the W.K. Kellogg Foundation has awarded the City of Jackson, Mississippi (“City”) funds to establish a quality foundation of prekindergarten services that will ensure all Jackson’s four and five year old residents enter kindergarten ready to learn; and

**WHEREAS**, the W. K. Kellogg Foundation requires all funded recipient; to provide Test Administrator Services and report on the effectiveness of its programming; and

**WHEREAS**, it is the best interest of the City to hire an independent agent/agency to analyze, evaluate and report on effectiveness of the program; and

**WHEREAS**, Dr. Melody Fortune is capable and qualified to conduct the Test Administrator Services and prepare the report required by W. K. Kellogg Foundation.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute and submit an agreement with Dr. Melody Fortune in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the provision of Early Childhood Test Administrator Services and prepare the report required by W. K. Kellogg Foundation including but not limited to printing and binding the aforementioned report.

Item No.     #24    

Agenda Date     3-3-20    

By: Kidd

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 1/29/2020

POINTS		COMMENTS						
1.	<b>Brief Description/Purpose</b>	Order authorizes an agreement with Dr. Melody Fortune to provide Certain Early Childhood Teacher Test Administrator Services to the City of Jackson.						
2.	<b>Public Policy Initiative</b> <ul style="list-style-type: none"> <li>○ Youth &amp; Education</li> <li>○ Crime Prevention</li> <li>○ Changes in City Government</li> <li>○ Neighborhood Enhancement</li> <li>○ Economic Development</li> <li>○ Infrastructure and Transportation</li> <li>○ Quality of Life</li> </ul>	Quality of Life Youth and Education						
3.	<b>Who will be affected</b>	Teachers of residents ages four and five						
4.	<b>Benefits</b>	Educational						
5.	<b>Schedule</b> (Beginning date) (Completion date)	February 3, 2020						
6.	<b>Location:</b> <b>Ward:</b> CITYWIDE (yes or no) (area) Project limits if applicable	Citywide						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>○ Mayor's Office</li> <li>○ City Department</li> <li>○ Consultant</li> </ul>	Department of Human and Cultural Services						
8.	<b>COST</b>	\$40,000.00						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>○ General Fund</li> <li>○ Enterprise</li> <li>○ Grant</li> <li>○ Bond</li> </ul> Other	Kellogg Grant						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	no	_____	N/A
		AABE	_____ %	WAIVER	yes	no	_____	N/A
		WBE	_____ %	WAIVER	yes	no	_____	N/A
		HBE	_____ %	WAIVER	yes	no	_____	N/A
		NABE	_____ %	WAIVER	yes	no	_____	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101  
Post Office Box 17  
Jackson, Mississippi 39205-0017

## MEMO

**TO:** The Honorable Chokwe Antar Lumumba  
Mayor

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

**DATE:** January 29, 2020

**SUBJECT: ORDER AUTHORIZING AN AGREEMENT WITH DR. MELODY FORTUNE TO PROVIDE CERTAIN EARLY CHILDHOOD TEACHER TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON.**

---

This agenda item authorizes the execution of a contractual agreement with Dr. Melody Fortune to provide certain Early Childhood Test Administrator Services to the City of Jackson in accordance with terms, conditions and compensation mutually agreed upon by the parties.

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

Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

---

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DR. MELODY FORTUNE TO PROVIDE EARLY CHILDHOOD TEST ADMINISTRATOR SERVICES TO THE CITY OF JACKSON. (KIDD, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

Monica D. Allen, *Special Assistant* 

  
\_\_\_\_\_  
DATE

Item: #25  
Date: 3-3-20  
By: Harris, Lumumba

OFFICE OF THE CITY CLERK  
MAYOR  
3/3/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE TROPHY SHOPPE, TO PROVIDE EVENT TROPHIES AT YOUTH AND ADULT SPORTS EVENTS, ENDING DECEMBER 31, 2020. (WARDS 1-7) (HARRIS, LUMUMBA)**

**WHEREAS**, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

**WHEREAS**, pursuant to Article IV, Section 2-336(8) of the Jackson, Mississippi Code of Ordinances, the City of Jackson's Department of Parks and Recreation performs a variety of recreational services including maintenance, programming, athletics, special events and the administration of contract facilities; and

**WHEREAS**, in accordance thereto, the City of Jackson sponsors various sporting events to enhance the physical and recreational needs of the public, enhancing the quality of life of the citizenry and promoting positive recreational programming;

**WHEREAS**, the Department of Parks and Recreation is desirous of opportunities to present event trophies at youth and adult sporting events in order to bring into favorable notice the opportunities, possibilities and resources of the City of Jackson, namely the Mayor's Cup Golf Tournament, 3 on 3 Peace in the Streets Basketball, 35 & Older Winter Basketball League, 35 & Older Summer Basketball League, Adult Men and Women Softball League, Cartoon Youth Basketball League, Slammin' Jammin' Youth Basketball League, Tri-City Track & Field Event, Mind, Body & Soul Health Fest: 1K Fun Run and 5K Walk and Hybrid Kickboxing Championship; and

**WHEREAS**, the Department of Parks and Recreation recommends the City of Jackson enter into an agreement with the Trophy Shoppe to provide trophies at the aforementioned youth and adult sporting events, with the term of this agreement to commence upon execution and to expire on December 31, 2020, not to exceed Ten Thousand Dollars (\$10,000), to further advance the moral, financial and other interests of the City of Jackson; and

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute an agreement between the City of Jackson and the Trophy Shoppe to provide trophies at



City of Jackson sponsored youth and adult sporting events with the term of this agreement to commence upon execution and to expire on December 31, 2020, not to exceed Ten Thousand Dollars (\$10,000), in order to bring into favorable notice the opportunities, possibilities and resources of the City of Jackson, to further advance the moral, financial and other interests of the City of Jackson.

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

02-11-20  
DATE

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description</b>	The attached agenda item is a request to enter into an Agreement with the Trophy Shoppe, to provide trophies at various Parks and Recreation events.			
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) Youth & Education 7) Quality of Life			
3.	<b>Who will be affected</b>	Patrons participating in Parks & Recreation sporting events.			
4.	<b>Benefits</b>	Encourages and awards patrons participating in healthy sport competitions.			
5.	<b>Schedule (beginning date)</b>	Upon Council Approval			
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Wards 1 - 7			
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation			
8.	<b>COST</b>	Accounts: 005-501.25-6221, 005-501.26-6221 & 504.60-6221, not to exceed Ten Thousand Dollars (\$10,000.00).			
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A			
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department *IBHjr*  
**Date:** February 11, 2020  
**Re:** Trophy Shoppe

---

The attached agenda item is a request to enter into an Agreement with the Trophy Shoppe, to provide trophies at sporting events sponsored throughout the City of Jackson, ending December 31, 2020.

The Department strongly approving this Agreement, is in the best interest of Jackson, and recommends this Order is approved.



IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND THE TROPHY SHOPPE, TO PROVIDE EVENT TROPHIES AT YOUTH AND ADULT SPORTS EVENTS, ENDING DECEMBER 31, 2020 (WARD1-7) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
2/19/20

**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JUNE 27, 2020 AT A COST OF FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950.00). (WARD 1) (HARRIS, LUMUMBA)**

**WHEREAS**, the City of Jackson would like to provide a spectacular fireworks display to celebrate the 4<sup>th</sup> of July; and

**WHEREAS**, the fireworks display will take place on Saturday, June 27, 2020 at the Smith Wills Stadium, located at 1200 Lakeland Drive; and

**WHEREAS**, Pyro Shows, Inc., has agreed to provide a safe, fireworks display on the above referenced date for a cost not to exceed Four Thousand Nine Hundred Fifty Dollars (\$4,950.00); and

**WHEREAS**, a fifty percent (50%) deposit will due March 2, 2020; and

**WHEREAS**, in furtherance of the show, Pyro Shows, Inc. will provide the City with proof of General Liability Insurance and Automobile Liability for \$10,000,000.00 (Ten Million Dollars), combined single limit, covering its activities and services in connection with the show described in this contract, listing the City as an additional insured under the terms of this coverage.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an Agreement with Pyro Shows, Inc. and all documents necessary to effect the terms of the Agreement, for a fireworks display on June 27, 2020, or whenever practicable soon thereafter depending on weather and/or force majeure conditions, at the Smith Wills Stadium, located at 1200 Lakeland Drive in Jackson, Mississippi, with the total cost not to exceed Four Thousand Nine Hundred Fifty Dollars (\$4,950.00).

**IT IS FURTHER ORDERED** that a copy of said Agreement shall be filed with the City Clerk.

ITEM #:   #26    
DATE:   3-3-20    
BY: **HARRIS, LUMUMBA**

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

02-19-19  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																								
1.	<b>Brief Description</b>	A business class agreement with PYRO SHOWS, for a fireworks display, at the Smith Wills Stadium, located at 1200 Lakeland Drive, on June 27, 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>	Citizens of Jackson																																								
4.	<b>Benefits</b>	Provides citizens the opportunity to view and enjoy safe fireworks display production.																																								
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE ( <u>yes</u> or no) (area)  ▪ Project limits if applicable	Ward 1																																								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks & Recreation																																								
8.	<b>COST</b>	Four Thousand Nine Hundred Fifty Dollars (\$4,950.00)																																								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	005-501.25-6419																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** February 19, 2020  
**Re:** Pyro Shows, Inc.

---

The attached agenda item is an agreement with Pyro Shows, for a fireworks display at the Smith Wills Stadium, located at 1200 Lakeland Drive, on June 27, 2020, for Four Thousand Nine Hundred Fifty Dollars (\$4,950.00).

The Department of Parks and Recreation will provide a 4<sup>th</sup> of July fireworks display. This will be the sixth year a display of this type will be provided by this department.

We recommend approval of this Order and authorization to enter into the agreement.

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

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This ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT WITH PYRO SHOWS, INC., FOR A FIREWORKS DISPLAY AT SMITH WILLS STADIUM, LOCATED AT 1200 LAKELAND DRIVE, ON JUNE 27, 2020 AT A COST OF FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950.00) (WARD 1) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

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

  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
2/20/20



OFFICE OF THE CITY CLERK  
W. W. W. W.  
3/24/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON TO ASSIST WITH AND BE RESPONSIBLE FOR THE MARKETING, PROMOTIONS AND OPERATION OF THE JACKSON SOULFUL SERIES EVENTS: MARCH 26 THROUGH AUGUST 29, 2020. (HARRIS, LUMUMBA)**

WHEREAS, the City of Jackson's Parks and Recreation Department is hosting the 2020 Jackson Soulful Music Concert and Event Series March 26 through August 29, 2020;

WHEREAS, the series will provide family entertainment for citizens of all ages by featuring various musical artists, performers and other activities; and

WHEREAS, a copy of each event in the series is provided below; and

2020 JACKSON SOULFUL SERIES			
	Date	Event	Location
1.	March 26	2020 Jackson Soulful Series Kick-Off	Union Station
2.	April 18	South Jackson Proud Parade	McDowell Road
3.	April 25	Chokwe Lumumba, Sr. 3 on 3 Peace in the Streets Basketball Games	Downtown Jackson
4.	May 16	Celebrating Our Youth	Pascagoula Street
5.	May 22	Mayor's Cup Golf Tournament	Pete Brown Golf Facility
6.	May 23	All White Party	Jackson Convention Center
7.	June 20	Blues in the Park	Battlefield Park
8.	July 31 - August 1	Summer Jam Fest	Smith Wills Stadium
9.	August 28 - August 29	Mind, Body & Soul - Health & Wellness Expo	Jackson Convention Complex

WHEREAS, in furtherance to the event, the Department of Parks and Recreation will need to enter into an agreement with By God's Grace, LLC management company; and

WHEREAS, By God's Grace, LLC will assist the City of Jackson, Department of Parks and Recreation with coordination of confirming performing acts, site production requirements, marketing and promotions through August 29, 2020; and

WHEREAS, the amount of this event is not to exceed Fifty Thousand Dollars (\$50,000.00); and

Item: #27  
Date: 3-3-20  
by: Harris, Lumumba

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

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement, and all other necessary documents, for a contract with By God's Grace, LLC to assist with and be responsible for coordination of confirming performing acts, site production requirements, marketing and promotions with the 2020 Jackson Soulful Series events: March 26, 2020 through August 29, 2020.

<b>ITEM #:</b>	_____
<b>DATE:</b>	_____
<b>BY: HARRIS, LUMUMBA</b>	

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

02-20-20  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>	
1.	<b>Brief Description</b>	This is a Personal Services Contract with By God's Grace, LLC, to assist with coordination of talent buying and site production requirements for the 2020 Jackson Soulful Series events.	
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life	
3.	<b>Who will be affected</b>	Residents and guests attending Jackson Soulful Series events.	
4.	<b>Benefits</b>	Provides positive and supportive community service.	
5.	<b>Schedule (beginning date)</b>	Upon Council Approval	
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"/>	Department of Parks & Recreation	
8.	<b>COST</b>	Not to exceed Fifty Thousand Dollars (\$50,000.00)	
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Parks & Recreation – Account No. 005-501.10-6449	
10.	<b>EBO participation</b>	ABE _____ %      WAIVER ___ Yes ___ No ___      N/A ___ AABE _____ X _____ %      WAIVER ___ Yes ___ No ___      N/A ___ WBE _____ %      WAIVER ___ Yes ___ No ___      N/A ___ HBE _____ %      WAIVER ___ Yes ___ No ___      N/A ___ NABE _____ %      WAIVER ___ Yes ___ No ___      N/A ___	

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



"One City, One Aim, One Destiny"

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** February 20, 2020  
**Re:** By God's Grace – Personal Appearance Contract

---

The attached agenda item is a Professional Services Contract between the City and By God's Grace. The agreement defines the respective responsibilities of both parties for talent buying, site production requirements, marketing and promotions with the 2020 Jackson Soulful Series events: March 26, 2020 through August 29, 2020.

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


IBHjr/pb


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BY GOD'S GRACE, LLC AND THE CITY OF JACKSON TO ASSIST WITH AND BE RESPONSIBLE FOR THE HANDLING THE MARKETING AND PROMOTIONS AND ASSISTANCE WITH THE JACKSON SOULFUL SERIES EBENTS: MARCH 26 THROUGH AUGUST 29, 2020. (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

  
Monica D Allen, *Special Assistant*

Date 2/24/20

OFFICE OF THE CITY CLERK  
 MAOR  
 2/24/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SEVENTEEN (17) PROFESSIONAL SERVICE CONTRACTS WITH VARIOUS ARTISTS PERFORMING IN THE 2020 JACKSON SOULFUL SERIES ALL WHITE PARTY AND BLUES IN THE PARK EVENTS. (WARD 7) (HARRIS, LUMUMBA)**

WHEREAS, the City of Jackson's Parks and Recreation Department is hosting the 2020 Jackson Soulful Series, All White Party on May 23, 2020 and Blues in the Park on June 20, 2020;

WHEREAS, these concerts will provide fun-filled blues entertainment for our citizens and visiting guests, featuring seventeen (17) extremely talented, performing artists; and

WHEREAS, each performing artist is listed below; and

2020 JACKSON SOULFUL SERIES ARTIST LINE-UP				
Account: 005-501.10-6449				
	Artist / Group	Cost	Event	
1.	Tameka Scott	\$10,000.00	All White Party	May 23
2.	Calvin Richardson	\$12,000.00	All White Party	May 23
3.	Bobby Rush	\$10,000.00	Blues in the Park	June 20
4.	Yayo	\$2,000.00	Blues in the Park	June 20
5.	Adrena	\$1,000.00	Blues in the Park	June 20
6.	Andre Lee	\$1,000.00	Blues in the Park	June 20
7.	Dave Mac	\$1,000.00	Blues in the Park	June 20
8.	Coco	\$1,000.00	Blues in the Park	June 20
9.	Vick Allen	\$4,500.00	Blues in the Park	June 20
10.	Super Soul Posse (7 artists)	\$3,500.00	Blues in the Park	June 20
11.	Rude	\$800.00	Blues in the Park	June 20
		<u>\$46,800.00</u>		
12.	Summer Jam Fest (Artists TBA)	N/A	Summer Jam	July 31 - August 1

WHEREAS, the total cost for the performances is Forty-Six Thousand Eight Hundred Dollars (\$46,800.00); and

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

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute agreements, and all other necessary documents, for the contracts of the above referenced artists to perform at the All White Party on May 23, 2020 at the Jackson Convention Center and Blues in the Park on June 20, 2020 at Battlefield Park, not to exceed Forty-Six Thousand Eight Hundred Dollars (\$46,800.00).

ITEM #:

#28

DATE:

3-3-20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-20-20  
DATE

POINTS		COMMENTS																																																							
1.	<b>Brief Description</b>	This is a Performance Contract Agreement with seventeen (17) various artists to perform in the Jackson Soulful Series All White Party and Blues in the Park events.																																																							
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life																																																							
3.	<b>Who will be affected</b>	Residents and guests attending the All White Party event on May 23, 2020 and Blues in the Park event on June 20, 2020.																																																							
4.	<b>Benefits</b>	Provides positive and supportive community service.																																																							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																																							
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 7																																																							
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	<b>COST</b>	Forty-Six Thousand Eight Dollars (\$46,800.00)																																																							
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Parks & Recreation - Account No. 005-501.10-6449																																																							
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>100</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___	AABE	100	%	WAIVER	___	Yes	___	No	___	N/A	___	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___																																															
AABE	100	%	WAIVER	___	Yes	___	No	___	N/A	___																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	___																																															

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** February 11, 2019  
**Re:** Jackson Soulful Series – All White Party & Blues in the Park  
Personal Appearance Contracts

---

The attached agenda item is a Personal Appearance Contract between the City and seventeen (17) artists performing at the 2020 Jackson Soulful Series event. Agreements define the respective responsibilities of both the City and "artists", performing on May 23, 2020 (All White Party) and June 20, 2020 (Blues in the Park) events.

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

IBHjr/pb




Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY


---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SEVENTEEN (17) PROFESSIONAL SERVICE CONTRACTS WITH VARIOUS ARTISTS PERFORMING IN THE 2020 JACKSON SOULFUL SERIES ALL WHITE PARTY AND BLUES IN THE PARK EVENT, (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



---

Timothy Howard, *City Attorney*

Monica D Allen, *Special Assistant* 

  
Date

OFFICE OF THE CITY CLERK  
MAYOR  
3/11/2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICE CONTRACT WITH THE 601 LIVE BAND TO SECURE THEIR PERFORMANCE AT THE CITY OF JACKSON 2020 SOUTH JACKSON PRIDE EVENT, SCHEDULED TO BE HELD ON MCDOWELL ROAD, ON APRIL 18, 2020. (WARD 6) (HARRIS, LUMUMBA)**

**WHEREAS**, the City of Jackson, Mississippi ("City of Jackson"), is hosting the 2020 Jackson Soulful Music Concert Series, South Jackson Proud Parade event April 18, 2020, on McDowell Road; and

**WHEREAS**, this event will provide a variety of fun-filled activities for our citizens and guests, featuring the 601 Live Band; and

**WHEREAS**, the event will take place April 18, 2020, to provide family entertainment for residents of all ages; and

**WHEREAS**, in furtherance to the event, the Department of Parks and Recreation will need to enter into an agreement with the 601 Live Band; and

**WHEREAS**, the 601 Live Band will perform at the South Jackson Proud Parade event on April 18, 2020; and

**WHEREAS**, the cost for the performance is One Thousand Dollars (\$1,000.00); and

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

**IT IS THEREFORE, ORDERED** that the Mayor be authorized to execute an agreement, and all other necessary documents, for a contract with the 601 Live Band c/o Cario A. Armstrong to perform at the South Jackson Proud Parade event, on April 18, 2020, at a cost not to exceed One Thousand Dollars (\$1,000.00).

Item No.:

#29

Date:

3-3-20

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

02-18-20  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>									
1.	<b>Brief Description</b>	This is a Performance Contract Agreement with the City and the 601 Live Band, for the management and performance at the South Jackson Proud Parade event.									
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life									
3.	<b>Who will be affected</b>	Residents and guests attending the April 20, 2020, South Jackson Proud Parade event on McDowell Road.									
4.	<b>Benefits</b>	Provides positive and supportive community service.									
5.	<b>Schedule (beginning date)</b>	Upon Council Approval									
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 6									
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation									
8.	<b>COST</b>	One Thousand Dollars (\$1,000.00)									
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Parks & Recreation - Account No. 005-501.10-6449									
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		AABE	100	%	WAIVER	___	Yes	___	No	___	N/A
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
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*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** February 18, 2020  
**Re:** 601 Live Band – Personal Appearance Contract

---

The attached agenda item is a Personal Appearance Contract between the City and the 601 Live Band. The agreement defines the respective responsibilities of both the City and "artist", for the management and performance of the 601 Live Band.

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

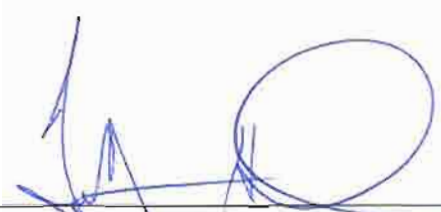
IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICE CONTRACT WITH THE 601 LIVE BAND TO SECURE THEIR PERFORMANCE AT THE CITY OF JACKSON 2020 SOUTH JACKSON PRIDE EVENT, SCHEDULED TO BE HELD ON MCDOWELL ROAD, ON APRIL 18, 2020 (WARD 6) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

Monica D Allen, *Special Assistant* 

  
\_\_\_\_\_  
Date

Item: #30  
 Date: 3-3-20  
 By: Harris,  
 Lumumba

OFFICE OF THE CITY CLERK  
 JAC  
 3/24/2020

**ORDER PROPOSING A REVISED GOLF FEE SCHEDULE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER "DUTCH" WELCH DRIVE. (WARD 4) (HARRIS, LUMUMBA)**

WHEREAS, it is the goal of the City of Jackson, Department of Parks and Recreation, is to provide quality golf experiences for all patrons and guests, utilizing our greens at the Grove Park Municipal Golf Course; and

WHEREAS, the 9 Hole fees have been adjusted to provide fair and comparable golf fees to attract more public participation; and

WHEREAS, the hours of operation will be March 15 through September 30, 2020, Thursday through Monday, from 8:00 a.m. to 6:00 p.m.; and

WHEREAS, each course (Grove Park Municipal Golf Course and Pete Brown Golf Facility), will have separate rates; and

WHEREAS, passes at each course (Grove Park Municipal Golf Course and Pete Brown Golf Facility), are non-transferrable.

WHEREAS, the City of Jackson, Department of Parks and Recreation is revising fees where needed, listed below.

GROVE PARK MUNICIPAL GOLF COURSE • 1800 Walter "Dutch" Welch Drive		
<b>GREEN FEES</b>		
9 Hole Green Fee		\$8.50
18 Hole Green Fee		\$11.50
Weekend Green Fee		\$10.50
Regularly Monthly Pass		\$50.00
Sr. Monthly Pass		\$35.00
City of Jackson Employees - 9 Hole Green Fee	Play Free - Pay Golf Cart Fee Only	\$6.25
City of Jackson Employees - 18 Hole Green Fee	Play Free - Pay Golf Cart Fee Only	\$12.50
<b>CART FEES</b>		
9 Hole Cart	Excluding Holidays & Weekends	\$6.25
18 Hole Cart	Excluding Holidays & Weekends	\$12.50
<b>ANNUAL REGULAR GOLF PASS - SINGLE CART RATES</b>		
Ages 61 & Under - Single Only Cart Rate	Includes greens and golf cart use.	\$500.00
Ages 62 & Older - Single Only Cart Rate	Includes greens and golf cart use.	\$410.00
<b>ANNUAL REGULAR GOLF PASS - CART SEAT ONLY RATES</b>		
Ages 61 & Under - Single Only Cart Rate	Includes greens and golf cart use.	\$400.00
Ages 62 & Older - Single Only Cart Rate	Includes greens and golf cart use.	\$310.00
<b>TWILIGHT GOLF &amp; CART FEE</b>		
Spring & Summer Months	3:00 p.m. - 6:00 p.m.	\$20.00
Winter Months	2:00 p.m. - 5:00 p.m.	\$20.00

IT IS HEREBY ORDERED that the proposed fee revision for the City of Jackson, Department of Parks and Recreation, be hereby ratified and adopted as provided in the above referenced chart.

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

02-19-20  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																				
1.	<b>Brief Description</b>	This is an Agenda Item proposing a revised golf fee schedule for the City of Jackson, Department of Parks & Recreation, Grove Park Municipal Golf Course.																																				
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	7. Quality of Life																																				
3.	<b>Who will be affected</b>	Citizens and guests utilizing the Grove Park Municipal Golf Course.																																				
4.	<b>Benefits</b>	The fees have been adjusted to provide comparable fees to attract more public participation.																																				
5.	<b>Schedule (beginning date)</b>	Upon Council Approval.																																				
6.	<b>Location:</b> WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 4																																				
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																																				
8.	<b>COST</b>	N/A																																				
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	N/A																																				
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>_____</td><td>N/A</td><td>√</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>_____</td><td>N/A</td><td>√</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>_____</td><td>N/A</td><td>√</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>_____</td><td>N/A</td><td>√</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>___ Yes ___ No</td> <td>_____</td><td>N/A</td><td>√</td> </tr> </table>		ABE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√	AABE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√	WBE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√	HBE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√	NABE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√
ABE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√																																
AABE	_____ %	WAIVER	___ Yes ___ No	_____	N/A	√																																
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Parks & Recreation Department  
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*"One City, One Aim, One Destiny"*

# Memo

**TO:** The Honorable Mayor Chokwe Antar Lumumba  
Office of the Mayor

**FROM:** Ison B. Harris, Jr., Director  
Department of Parks & Recreation

**DATE:** February 19, 2020

**SUBJECT:** 2020 Revised Golf Fee Proposed Schedule- Grove Park Municipal  
Golf Course

---

The attached agenda item is a proposal to revise the current golf fee schedule for the City of Jackson, Department of Parks & Recreation, Grove Park Municipal Golf Course.

It is the recommendation of the Department of Parks and Recreation, that this item be approved.

Thank you!

IBHjr/pb

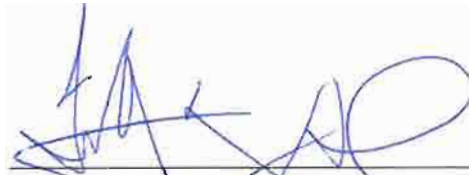



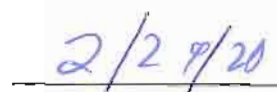
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This **ORDER PROPOSING A REVISED GOLF FEE SCHEDULE FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, GROVE PARK MUNICIPAL GOLF COURSE LOCATED AT 1800 WALTER "DUTCH" WELCH DRIVE. (WARD 4) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Date

**ORDER RATIFYING THE ACCEPTANCE OF GOLF SUPPLIES  
DELIVERED TO P&W GOLF SUPPLY, LLC AND AUTHORIZING  
THE PAYMENT FOR THE SAME. (WARD 3) (HARRIS, LUMUMBA)**

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI  
3/3/20

**WHEREAS**, the City of Jackson, Department of Parks and Recreation takes pride in maintaining quality golf course greens, and has created an ideal destination spot for golfers in the Jackson Metropolitan Area to partake in a pleasing and enjoyable experience; and

**WHEREAS**, in furtherance to the City of Jackson, the Department of Parks and Recreation needed to order golf supplies for the Pete Brown Golf Facility by P&W Golf Supply, LLC; and

**WHEREAS**, P&W Golf Supply, LLC delivered a variety of golf supplies to the Pete Brown Municipal Golf Facility on December 27, 2019; and

**WHEREAS**, the amount of the supplies did not exceed Three Thousand, Six Hundred Forty Dollars & Fourteen Cents (\$3,640.14); and

**WHEREAS**, the Department of Parks and Recreation believes honoring Invoice 54483 in the amount of Three Thousand, Six Hundred Forty Dollars & Fourteen Cents (\$3,640.14), payable to P&W Golf Supply, LLC is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the acceptance of golf supplies delivered to the Pete Brown Municipal Golf Facility on December 27, 2019 is hereby ratified.

**IT IS, FURTHER ORDERED** that payment of Invoice 54483 for said golf supplies in the amount of \$3,640.14 from P&W Golf Supply, LLC is hereby authorized.

<b>ITEM #:</b>	#31
<b>DATE:</b>	3-3-20

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

02-19-20  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description</b>	Order ratifying a request for payment to P&W Golf Supply, LLC for golf supplies delivered to the Pete Brown Golf Facility on December 27, 2019.
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Quality of Life
3.	<b>Who will be affected</b>	Pete Brown Golfers and P&W Golf Supply, LLC
4.	<b>Benefits</b>	Provides Pete Brown golfers with quality greens, and honors services rendered from P&W Golf Supply, LLC.
5.	<b>Schedule (beginning date)</b>	Upon Council Approval
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Ward 3
7.	<b>Action implemented by:</b> City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation
8.	<b>COST</b>	Three Thousand Six Hundred, Forty Dollars & Fourteen Cents (\$3,640.14)
9.	<b>Source of Funding</b> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation – Account No. 005-504.30-6299
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>

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



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Dept. of Parks & Recreation  
**Date:** February 19, 2020  
**Re:** P&W Golf Supply, LLC

---

Order ratifying a request for payment to P&W Golf Supply, LLC for golf supplies delivered to the Pete Brown Golf Facility on December 27, 2019.

This item was removed from the claims docket, and has taken time to effectively resolve, preventing Parks & Recreation from meeting the Council Agenda deadline.

The Department of Parks and Recreation believes honoring Invoice 54483 in the amount of Three Thousand, Six Hundred Forty Dollars & Fourteen Cents (\$3,640.14), payable to P&R Golf Supply, LLC is in the best interest of the City of Jackson.

IBHjr/pb


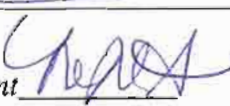
Office of the City Attorney

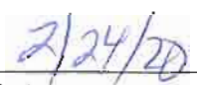
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

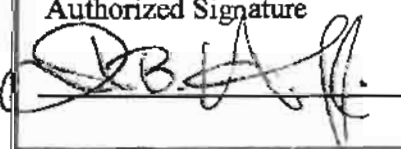
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This **ORDER RATIFYING THE ACCEPTANCE OF GOLF SUPPLIES DELIVERED TO P&W GOLF SUPPLY, LLC AND AUTHORIZING THE PAYMENT FOR THE SAME (WARD 3) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

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

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

# REQUEST FOR PAYMENT

VENDOR NAME	P & W Golf Supply, LLC.	Request#
ADDRESS	300 Bond Street	Vendor# <b>73138</b>
	Elk Grove Village, IL 60007	
	847-943-2399	CIRCLE IF:
TAX ID # (Required if new)		PETTY CASH
MINUTE BOOK REFERENCE		NEEDED BY
ACCOUNT NUMBER	005-504.30-6299	
INVOICE DATE	12-27-2019	APPROVAL
AMOUNT	\$3,640.14	Budget
		Accounting
Minority (Yes or No)		Reason Code
Explanation Justification		
Invoice #: INV 54483- City of Jackson-Parks and Recreation (Acct #: 9546813)		
See attachments		
Authorized Signature	Print Name	Date
	<u>Ison B. Harris, Jr.</u>	<u>12-30-2019</u>
		WB

01/06



P&W Golf Supply, LLC  
 300 Bond St.  
 Elk Grove Village IL 60007  
 United States  
 Phone (800) 869-1800  
 Fax (847) 412-9591

Invoice

#INV54483

Order 24/7 on [www.wittekgolf.com](http://www.wittekgolf.com)

**NEW: View invoices and statements**

12/27/2019

BILL TO	SHIP TO
CITY OF JACKSON-PARKS & RECREATION PO BOX 17 JACKSON MS 39205 United States	PETE BROWN GOLF FACILITY 3200 W WOODROW WILSON AVE JACKSON MS 39209 United States

Terms	Due Date	Account #	Sales Rep	SO	Shipping Method	PO #
Net 30	1/26/2020	9548813	Jhovany Diaz	Sales Order #SO63425	UPS® Ground	Wendy

Item	Description	Qty	UoM	Price	Amount
405460	Green Open Base Water Station	2	EA.	\$1,199.99	\$2,399.98
5251ST	White Dimple-T Marker	18	EA.	\$9.99	\$179.82
5250ST	Red Dimple-T Marker	18	EA.	\$9.99	\$179.82
5252ST	Blue Dimple-T Marker	18	EA.	\$9.99	\$179.82
5253ST	Yellow Dimple-T Marker	18	EA.	\$9.99	\$179.82
FRT NOTES	Freight to be added to your Invoice				

>

<b>Subtotal</b>	\$3,119.26
<b>Discount</b>	
<b>Tax Amount</b>	\$0.00
<b>Shipping Cost</b>	\$520.88
<b>Total</b>	\$3,640.14
<b>Amount due</b>	\$3,640.14

Like our products? Follow us on [Instagram](#), [Twitter](#) and [Facebook](#) and post a picture of it in use

Review your **purchases**, check **order history** (back to 2016), see your **account balance**, print **statements** and more with an account online at [WittekGolf.com](http://WittekGolf.com). It has everything you need, in one place. If you don't have an account set up, email [info@wittek.com](mailto:info@wittek.com) and we will get one up and running for you that day!

**Make checks payable to P&W Golf Supply, LLC.**

**Disclaimer**

Damage and shortage claims should be made to the Transportation Company. No merchandise on this invoice is returnable unless claim is made within thirty days and only then with our written consent. No private branded goods may be returned at any time! The General Terms and Conditions of Sales as posted on our website are an integral part of this transaction. A service charge of 18% per year may be imposed on delinquent balances.

OFFICE OF THE CITY CLERK  
JACKSON, MISSISSIPPI  
3/20/20

**ORDER AUTHORIZING THE MAYOR TO REVISE THE 2019/2020 FISCAL BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO INCLUDE ONE (1) TRI-DECK ROLLER MOWER AT A COST OF \$36,655.00 TO CUT AND MAINTAIN THE GOLF COURSES, CEMETERIES, RIGHT OF WAYS, VACANT LOTS, CURBS/GUTTERS AND PARKS. (WARDS 1 - 7) (HARRIS, LUMUMBA)**

WHEREAS, it is the desire of the City of Jackson, Department of Parks and Recreation to provide consistent and outstanding service to our citizens and visiting guests with emphasis in the Spring and Summer months and in doing so, must have adequate equipment;

WHEREAS, it has been brought to the attention of the Department of Parks and Recreation that one (1) Tri-Deck Roller Mower is needed to cut and maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, at an added cost of \$36,655.00. Additional funds are desperately needed to allow uninterrupted and continuous schedule of cutting services, in all areas in the City of Jackson; and

WHEREAS, the Department believes authorizing a revised budget in the amount of \$36,655.00, is in the best interest of the City of Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to revise the Department of Parks and Recreation's 2019-20 Fiscal Year Budget, to allow the purchase of one (1) new Tri-Deck Mower, to provide cutting services at the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, in the amount of \$36,655.00.

ITEM #:	#32
DATE:	3-3-20



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

02-18-20  
DATE

<b>POINTS</b>		<b>COMMENTS</b>																																																							
1.	<b>Brief Description</b>	Order authorizing the Mayor to revise the 2019/2020 Fiscal Year budget for the City of Jackson, Department of Parks and Recreation, to include one (1) Tri-Deck Roller Mower to cut/maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, at an added cost of at a cost of \$36,655.00.																																																							
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 7. Quality of Life																																																							
3.	<b>Who will be affected?</b>	Residents and guests in the City of Jackson.																																																							
4.	<b>Benefits</b>	Ensures professionally well-groomed golf courses, cemeteries, right of ways, vacant lots and curbs/gutters and parks.																																																							
5.	<b>Schedule (beginning date)</b>	Upon Council Approval																																																							
6.	<b>Location:</b> <b>WARD</b>  <b>CITYWIDE (yes or no) (area)</b>  <b>Project limits if applicable</b>	Wards 1 thru 7																																																							
7.	<b>Action implemented by:</b> <b>City Department</b> <input type="checkbox"/>  <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	<b>COST</b>	2019-20 FY Budget Revision Increase in the amount of: \$36,655.00.																																																							
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"/>	005-504.10-6872 – One (1) New Mississippi State Contract – Tri-Deck Roller Mower																																																							
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u><b>X</b></u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u><b>X</b></u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u><b>X</b></u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u><b>X</b></u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u><b>X</b></u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></u>																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u><b>X</b></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 Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department  
**Date:** February 18, 2020  
**Re:** Parks & Recreation 2019-20 FY Revised Budget Request

---

The attached is an Order authorizing the Mayor to revise the 2019/2020 Fiscal Year budget for the City of Jackson, Department of Parks and Recreation, to include one (1) Tri-Deck Roller Mower to cut and maintain the golf courses, cemeteries, right of ways, vacant lots, curbs/gutters and parks, at an added cost of \$36,655.00.

The Department believes authorizing a revised budget in the amount of \$36,655.00, is in the best interest of the City of Jackson.

The Department recommends this Order is approved.

IBHjr/pb


Office of the City Attorney

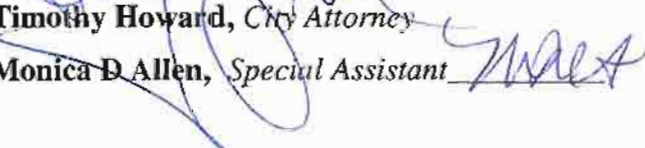
455 East Capitol Street  
Post Office Box 2779  
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Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

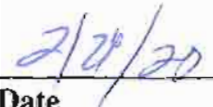
## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO REVISE THE 2019/2020 FISCAL BUDGET FOR THE CITY OF JACKSON, DEPARTMENT OF PARKS AND RECREATION, TO INCLUDE ONE (1) TRI-DECK ROLLER MOWER AT A COST OF \$36,655.00 TO CUT AND MAINTAIN THE GOLF COURSES, CEMETERIES, RIGHT OF WAYS, VACANT LOTS, CURBS/GUTTERS AND PARKS (WARDS 1-7) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

  
Monica D. Allen, *Special Assistant*

  
\_\_\_\_\_  
Date



# PROPOSAL

6881 APPLING FARMS PARKWAY  
 MEMPHIS TENNESSEE 38133  
 shuckabee@bobladd.com

Quotation To: City of Jackson

Date: 1/29/2020

## Reference Turf Equipment

ATTN: Ison Harris

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

Quantity	Equipment Specifications	Price Ea.	Total
1	<b>Trimax S2 400 Snake Tri-Deck Roller Mower</b> 13' 1" cutting width, 3 multi-spindle double roller mowing decks, PTO drive, sealed blade spindles, full length rollers, easy height adjustment, road transportable with optional kit, minimum 40hp tractor required. <b>Options:</b>		\$ 35,690.00
1	Anti-Wear Skid Assembly	\$ 145.00	\$ 290.00
1	Trimax Starter Kit		\$ 675.00
		<b>Total</b>	<b>\$ 36,655.00</b>
Price does not include any applicable taxes			

TERMS

F.O.B

DELIVERY

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED: \_\_\_\_\_  
 Company \_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Yours Very Truly,

**Scooter Huckabee**

**LADD'S**



**TRI-STATE PUMP & CONTROLS, INC**

Date: 02/14/2020

www.tsppumps.com

Billing Information	
Business Name:	CITY OF JACKSON
Street Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
Superintendent:	ISON HARRIS
PO Number:	
Payment Terms:	Net 10

Shipping Information	
Business Name:	same as billing
Street Address:	
City, State, Zip:	
Special Instructions	
Territory Sales Mgr:	Tom Benners

We are pleased to Quote the following for you:

Qty.	Model #	Description	Sale Price	Extended Price
1	S2 400	Trimax Snake Rotary Mower PTO drive, 40hp minimum tractor required.	\$ 36,050.00	\$ 36,050.00
		<u>Additional Accessories</u>		
1		Anti-Wear Skids		\$ 325.00
1		Starter Kit		\$ 695.00
			<b>Total</b>	<b>\$ 37,070.00</b>
		<i>Price does not include shipping/delivery</i>		

**Alternative Payment Options:**

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state or local taxes are estimated; are based on shipping address; are subject to change and are effective per All credit terms must be approved by Jacobsen prior to delivery. Customer to submit required credit information for credit approval. Delivery time of 30 to 45 days normally required.

Accepted by : \_\_\_\_\_ Print: \_\_\_\_\_  
 Title : \_\_\_\_\_ Date : \_\_\_\_\_

**ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF THE JACKSON ZOOLOGICAL PARK, AUTHORIZING THE TRANSFER OF FUNDS FROM THE BUILDING MAINTENANCE CATEGORY TO THE FEED FOR ANIMALS CATEGORY, IN THE AMOUNT OF \$100,000.00. (WARD 5) (HARRIS, LUMUMBA)**

**WHEREAS**, certain unanticipated needs and allocations in the amount of \$100,000.00 have arisen within the adoption of the Fiscal Year 2019-2020 budget; and

**WHEREAS**, certain funds in the Fiscal Year 2019-2020 budget must be transferred to provide funding to cover feed for the animals at the Jackson Zoological Park, through September 30, 2020; and

**WHEREAS**, the following funds are requested to be revised and transferred:

JACKSON ZOOLOGICAL PARK			
CATEGORY OF FUNDS - TRANSFER REQUEST			
FROM:		TO:	
Fund/Account Number	Amount	Fund/Account Number	Amount
<b>Building Maintenance</b> 001-498.00-6461	\$100,000.00	<b>Feed For Animals</b> 001-498.00-6214	\$100,000.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019-2020 budget be revised to allow transfer of funds from the Building Maintenance category to the Feed For Animals category, in the amount of \$100,000.00.

Item No.: #33  
Date: 3-3-20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

02-18-20  
DATE

POINTS	COMMENTS																																								
1. Brief Description	Order revising the FY 2019-2020 budget of the Jackson Zoological Park, authorizing the transfer of funds from the Building Maintenance category to the Feed For Animals category, in the amount of \$100,000.00.																																								
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life																																								
3. Who will be affected	Animals at the Jackson Zoological Park.																																								
4. Benefits	Ensures continuous feeding ability for all animals at the Jackson Zoological Park.																																								
5. Schedule (beginning date)	Upon Council Approval																																								
6. Location: WARD  CITYWIDE (yes or no) (area)  Project limits if applicable	Ward 5																																								
7. Action implemented by: City Department <input type="checkbox"/>  Consultant <input type="checkbox"/>	Department of Parks & Recreation																																								
8. COST	2019-20 FY Budget Revision Transfer of Funds in the amount of: \$100,000.00																																								
9. Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	FROM: 001-498.00-6461 (Building Maintenance)  TO: 001-498.00-6214 (Feed For Animals)																																								
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u><b>X</b></u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u><b>X</b></u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u><b>X</b></u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u><b>X</b></u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u><b>X</b></u></td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>	AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>	WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>	HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>	NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>
ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>																																		
AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>																																		
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>																																		
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></u>																																		
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u><b>X</b></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 Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** February 18, 2020  
**RE:** Jackson Zoological Park – (Funds Category Transfer)

---

This is an Order authorizing the transfer of funds from the Building Maintenance category to the Feed For Animals category, to provide continuous food services to the animals at the Jackson Zoological Park, in the amount of \$100,000.00.

The Department of Parks and Recreation, recommends that this Order is accepted. Please give me a call at Extension 0716, if you have any questions.

Thank you.

IBHjr/pb



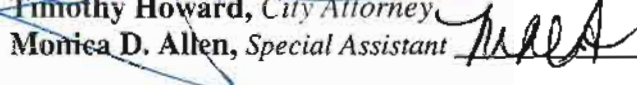
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF THE JACKSON ZOOLOGICAL PARK, AUTHORIZING THE TRANSFER OF FUNDS FROM THE BUILDING MAINTENANCE CATEGORY TO THE FEED FOR ANIMALS CATEGORY, IN THE AMOUNT OF \$100,000.00. (WARD 5) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
Monica D. Allen, Special Assistant

  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOOLOGICAL PARK, THROUGH SEPTEMBER 30, 2020. (WARD 5) (HARRIS, LUMUMBA)**

*Handwritten:* WARD 5 9/30/20

WHEREAS, the Department of Parks and Recreation desires to retain current vendors to ensure they are paid timely and expeditiously for a variety of services necessary to ensure continuous care of animals, staff and maintenance needs are met, at the Jackson Zoological Park, while negotiations between the City and ZoOceanarium continue; and

WHEREAS, said vendors shall provide detailed invoices and requests for payments through September 30, 2020 pending contract negotiations with prospective outside zoo management:

JACKSON ZOOLOGICAL PARK VENDORS	
1. Central Nebraska Packing (Feed Products) - 001-498.00-6214 Payments not to exceed \$27,000.00	12. P-Patch (Bird Feed Products) - 001-498.00-6214 Payments not to exceed \$2,500.00
2. HMS Zoo Diets (Feed Products) - 001-498.00-6214 Payments not to exceed \$14,000.00	13. AirGas USA - 001-498.00-6419 (Oxygen for Animal Medical Procedures) Payments not to exceed \$1,200.00
3. Millbrook Cricket Farm, Inc. (Feed Products) - 001-498.00-6214 Payments not to exceed \$1,500.00	14. All About Animals Veterinary Clinic (Contract Veterinarian) - 001-498.00-6419 Payments not to exceed \$31,900.00
4. MS Pet & Livestock, LLC (Feed Products) - 001-498.00-6214 Payments not to exceed \$18,332.00	15. Animal Health Products (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$700.00
5. Robertson Produce (Feed Products) - 001-498.00-6214 Payments not to exceed \$41,000.00	16. Covetrus North America (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$1,500.00
6. Southern Feed & Supply (Feed Products) - 001-498.00-6214 Payments not to exceed \$2,000.00	17. Elkins Wholesale - 001-498.00-6213 (Animal Cleaning and Janitorial Supplies) Payments not to exceed \$16,000.00
7. Wilcher Farm (Feed Products) - 001-498.00-6214 Payments not to exceed \$3,300.00	18. First Veterinary Supply (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$900.00
8. Bionic Bait (Feed Products) - 001-498.00-6214 Payments not to exceed \$6,000.00	19. Jones Refrigeration - 001-498.00-6419 (Repair Animal Food Cooler and Freezer) Payments not to exceed \$7,500.00
9. McRoberts Sales Company (Feed Products) - 001-498.00-6214 Payments not to exceed \$6,000.00	20. MS Vet. Research & Diagnostic Lab - 001-498.00-6212 (Perform Medical Testing and Necropsies for Animals) Payments not to exceed \$2,500.00
10. Merchants Feed Service (Feed Products) - 001-498.00-6214 Payments not to exceed \$20,000.00	21. Telpro Communications (Repair Telephone/Internet Lines) - 001-498.00-6419 Payments not to exceed \$4,200.00
11. Sunrise Fresh Produce (Feed Products) - 001-498.00-6214 Payments not to exceed \$10,000.00	22. Unifirst Corporation (Animal Care Uniforms) - 001-498.00-6419 Payments not to exceed \$3,400.00

WHEREAS, each vendor shall be paid up to and not to exceed the amounts listed above in the chart.

Item: #34  
Date: 3-3-20  
by: Harris, Lumumba

IT IS, THEREFORE, ORDERED that the City is hereby authorized to make payments to vendors, in reference to all requests for payments necessary to ensure continuous care of animals, staff and maintenance needs are met at the Jackson Zoological Park, through September 30, 2020 at the following costs per vendor:

JACKSON ZOOLOGICAL PARK VENDORS			
1.	Central Nebraska Packing (Feed Products) - 001-498.00-6214 Payments not to exceed \$27,000.00	12.	P-Patch (Bird Feed Products) - 001-498.00-6214 Payments not to exceed \$2,500.00
2.	HMS Zoo Diets (Feed Products) - 001-498.00-6214 Payments not to exceed \$14,000.00	13.	AirGas USA - 001-498.00-6419 (Oxygen for Animal Medical Procedures) Payments not to exceed \$1,200.00
3.	Millbrook Cricket Farm, Inc. (Feed Products) - 001-498.00-6214 Payments not to exceed \$1,500.00	14.	All About Animals Veterinary Clinic (Contract Veterinarian) - 001-498.00-6419 Payments not to exceed \$31,900.00
4.	MS Pet & Livestock, LLC (Feed Products) - 001-498.00-6214 Payments not to exceed \$18,332.00	15.	Animal Health Products (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$700.00
5.	Robertson Produce (Feed Products) - 001-498.00-6214 Payments not to exceed \$41,000.00	16.	Covetrus North America (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$1,500.00
6.	Southern Feed & Supply (Feed Products) - 001-498.00-6214 Payments not to exceed \$2,000.00	17.	Elkins Wholesale - 001-498.00-6213 (Animal Cleaning and Janitorial Supplies) Payments not to exceed \$16,000.00
7.	Wilcher Farm (Feed Products) - 001-498.00-6214 Payments not to exceed \$3,300.00	18.	First Veterinary Supply (Animal Medical Supplies) - 001-498.00-6212 Payments not to exceed \$900.00
8.	Bionic Bait (Feed Products) - 001-498.00-6214 Payments not to exceed \$6,000.00	19.	Jones Refrigeration - 001-498.00-6419 (Repair Animal Food Cooler and Freezer) Payments not to exceed \$7,500.00
9.	McRoberts Sales Company (Feed Products) - 001-498.00-6214 Payments not to exceed \$6,000.00	20.	MS Vet. Research & Diagnostic Lab - 001-498.00-6212 (Perform Medical Testing and Necropsies for Animals) Payments not to exceed \$2,500.00
10.	Merchants Feed Service (Feed Products) - 001-498.00-6214 Payments not to exceed \$20,000.00	21.	Telpro Communications (Repair Telephone/Internet Lines) - 001-498.00-6419 Payments not to exceed \$4,200.00
11.	Surprise Fresh Produce (Feed Products) - 001-498.00-6214 Payments not to exceed \$10,000.00	22.	Unifirst Corporation (Animal Care Uniforms) - 001-498.00-6419 Payments not to exceed \$3,400.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 19, 2020

DATE

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	Order authorizing payment to various vendors for the Jackson Zoological Park, through September 30, 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	7. Quality of Life
3.	<b>Who will be affected</b>	Jackson Zoological Park staff, vendors and animals.
4.	<b>Benefits</b>	To ensure payments are made in a timely manner.
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 5  No
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks and Recreation & Jackson Zoological Park
8.	<b>COST</b>	No vendor shall be paid more than \$50,000.00.
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Accounts: 001-498.00-6212, 001-498.00-6213, 001-498.00-6214, 001-498.00-6419
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>

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



*"One City, One Aim, One Destiny"*

# Memo

**TO:** The Honorable Mayor Lumumba  
**FROM:** Ison B. Harris, Jr., Director  
Department of Parks and Recreation  
**DATE:** February 19, 2020  
**RE:** Jackson Zoological Park – Vendors

---

This is an Order authorizing payment to various vendors for the Jackson Zoological Park, through September 30, 2020, to ensure continuous care of animals, staff and maintenance needs are met

No vendor shall be paid more than \$50,000.00.

The Department of Parks and Recreation, recommends that this Order is accepted. Please give me a call at Extension 0716, if you have any questions.

Thank you.

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  
MAY 2/25/20

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT TO VARIOUS VENDORS FOR THE JACKSON ZOOLOGICAL PARK, THROUGH SEPTEMBER 30, 2020 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.



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

Monica D Allen, *Special Assistant* 

2/25/20  
Date

OFFICE OF THE CITY CLERK  
 Max 2/25/20

**ORDER AMENDING DECEMBER 18, 2018, MINUTE BOOK, PAGE NUMBER 236 ACKNOWLEDGING FINANCE APPROVED HOURLY PAY RATE INCREASES FOR CERTAIN SEASONAL AND VENDOR CLASSIFIED EMPLOYEES IN THE DEPARTMENT OF PARKS AND RECREATION; SPECIFICALLY THE SCOREKEEPERS, SPORTS OFFICIALS AND YOUTH BASEBALL OFFICIALS. (WARDS 3, 4, 5 &6) (HARRIS, LUMUMBA)**

**WHEREAS**, during the FY18-19 budget cycle, Department of Parks and Recreation met with the Department of Finance, discussed and approved hourly pay increases for certain seasonal employees and vendors classified as Scorekeepers, Sports Officials, Pool Managers and Lifeguards; and

**WHEREAS**, said Order was placed on December 18, 2018 and placed in Minute Book, Page Number 236; and

**WHEREAS**, this Order amends the December 18, 2018 Order to remove Scorekeepers and Sports Officials from the current City pay plan and designate these vendors properly as independent contractors, for a period of three (3) years, as well as adding a Youth Baseball Official vendor position, to be included in the Department of Parks and Recreation's overall budget.

**IT IS HEREBY ORDERED** that the Pay Plan adopted by the City Council on **December 18, 2018**, found in **Minute Book, Page 236**, be amended to remove Scorekeepers and Sports Officials, as approved in the Order adopting Municipal Budget for Fiscal Year 2018-2019, designating these vendors as independent contractors and creating a Youth Baseball Official vendor position, as follows:

	<b>Account Numbers</b>	<b>FY 2018-19 Hourly Rate With Increase</b>	<b>Proposal Hourly Rate Thru 2023</b>
<b>Scorekeeper</b>	005-501.26-6419	\$9.50	\$9.50
<b>Sports Official</b>	005-501.26-6419	\$17.50	\$20.50
<b>Youth Baseball Official</b>	005-501.26-6419	—	\$22.50

Item: #35  
 Date: 3-3-20  
 By: Harris, Lumumba

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

**02-11-20**  
**DATE**

<b>POINTS</b>		<b>COMMENTS</b>										
1.	<b>Brief Description</b>	Order to recommend that Scorekeepers, Sports Officials and Youth Baseball Officials are removed from the current pay plan classification and recognized as independent contractors, for three (3) years, to be included in the Department of Parks and Recreation's overall budget.										
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	7. Quality of Life										
3.	<b>Who will be affected</b>	Independent contractors: Scorekeepers, Sports Officials and Youth Baseball Officials.										
4.	<b>Benefits</b>	Ensure professional referees at athletic games and sports events.										
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>	Wards 3, 4, 5 &6										
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Parks & Recreation										
8.	<b>COST</b>											
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	General Fund										
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>



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



*"One City, One Aim, One Destiny"*

# Memo

**To:** The Honorable Mayor Chokwe Antar Lumumba  
**From:** Ison B. Harris, Jr., Director, Parks & Recreation Department *IBHjr*  
**Date:** February 11, 2020  
**Re:** Independent Contractors - Scorekeepers, Sports Officials & Youth  
Baseball Officials

---

Order amending the City of Jackson's 2018-2019 Fiscal Year budget to recommend that Scorekeepers, Sports Officials and Youth Baseball Officials are removed from the current City pay plan, and recognized as independent contractors.

The Department recommends this Order is approved.

IBHjr/pb

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING DECEMBER 18, 2018, MINUTE BOOK, PAGE NUMBER 236 ACKNOWLEDGING FINANCE APPROVE HOURLY PAY RATE INCREASES FOR CERTAIN SEASONAL AND VENDOR CLASSIFIED EMPLOYEES IN THE DEPARTMENT OF PARKS AND RECREATION; SPECIFICALLY THE SCOREKEEPERS, SPORTS OFFICIALS AND YOUTH BASEBALL OFFICIALS. (WARDS 3, 4, 5 & 6) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.

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

Monica D Allen, Special Assistant 

  
\_\_\_\_\_  
Date

**ORDER RATIFYING AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING PAYMENTS TO EMSL ANALYTICAL, INC. FOR SERVICES RENDERED AND AUTHORIZING MAYOR TO EXECUTE WRITTEN AGREEMENT SUBSEQUENT TO PROVISION OF THE SERVICES**

OFFICE OF THE CITY ATTORNEY  
CC

**WHEREAS**, the governing authorities for the City of Jackson have on occasions approved resolutions declaring certain parcels located in the City to be a menace to public health, safety and welfare; and

**WHEREAS**, the resolutions approved by the governing authorities also authorized the cleaning of the parcels by contract or municipal labor; and

**WHEREAS**, the Community Improvement Division authorized EMSL Analytical, Inc. to conduct asbestos testing on samples from dilapidated structures upon certain parcels of real property in the City of Jackson being declared a menace to public health, safety, and welfare pursuant to Section 21-19-11 of Mississippi Code of 1972; and

**WHEREAS**, the Community Improvement Division recommends payment for services performed by EMSL Analytical, Inc. in fiscal year 2019 and invoiced on August 29, 2019 in the amount of \$327.60; and

**WHEREAS**, the Community Improvement Division recommends payment for services rendered and invoiced from October 1, 2019 to February 25, 2020 in the amount of \$9,009.00; and

**WHEREAS**, EMSL Analytical, Inc. has also rendered additional asbestos testing on certain dilapidated structures in the City of Jackson but have not invoiced the City of Jackson; and

**WHEREAS**, the Community Improvement Division, believes that it is in the best interest of the City of Jackson to pay EMSL Analytical, Inc. for all services rendered.

**IT IS, THEREFORE, ORDERED** that the contract with EMSL Analytical, Inc. for asbestos testing of dilapidated structures for demolition purposes be ratified.

**IT IS FURTHER ORDERED** that the payment to EMSL Analytical, Inc. for services rendered and invoiced in the amount of \$327.60 be ratified.

**IT IS FURTHER ORDERED** that payments to EMSL Analytical, Inc. for services rendered and invoiced in the amount of \$9,009.00 be ratified.

**IT IS FURTHER ORDERED** that payments to EMSL Analytical, Inc. for services rendered but not invoiced be ratified.

**IT IS FURTHER ORDERED** that the mayor is authorized to execute written agreement with EMSL Analytical, Inc. subsequent to provision of the services.

Item: #36  
Date: 3-3-20  
by: Hillman, Lumumba



# Memo

**To:** Chokewe Lumumba, Mayor

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

**Date:** 2/26/2020

**Re:** Agenda Item

---

The attached agenda item is an order requesting the ratification of the agreement with EMSL Analytical Inc. for asbestos testing of dilapidated structures for demolition purposes and authorizing payment for services rendered. It also seeks authorization to execute a written agreement subsequent to the provision of services.

The ratification of payments includes services performed by EMSL Analytical, Inc. in fiscal year 2019 and invoiced on August 29, 2019 in the amount of \$327.60 and payment for services rendered and invoiced from October 1, 2019 to February 21, 2020 in the amount of \$9,009.00.

If you have questions and/or need clarification, please do not hesitate to contact my office.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 2/26/2020**

**DATE**

<b>POINTS</b>		<b>COMMENTS</b>			
1.	<b>Brief Description/Purpose</b>	ORDER RATIFYING AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING PAYMENTS TO EMSL ANALYTICAL, INC. FOR SERVICES RENDERED AND AUTHORIZING MAYOR TO EXECUTE WRITTEN AGREEMENT SUBSEQUENT TO PROVISION OF THE SERVICES			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	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>	Approval of the recommended action will keep the City in good standing with EMSL Analytical Inc. and allow continued prompt service in asbestos testing which is a key step in the demolition of dilapidated structures within the City.			
5.	<b>Schedule (beginning date)</b>	Earliest date following City Council meeting.			
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"/>	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION			
8.	<b>COST</b>	\$9,336.60			
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6485)			
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____ no _____	N/A _____
		AABE _____ %	WAIVER	yes _____ no _____	N/A _____
		WBE _____ %	WAIVER	yes _____ no _____	N/A _____
		HBE _____ %	WAIVER	yes _____ no _____	N/A _____
		NABE _____ %	WAIVER	yes _____ no _____	N/A _____



**EMSL ANALYTICAL, INC.**  
LABORATORY • PRODUCTS • TRAINING

**EMSL ANALYTICAL, INC**

200 Route 130 North  
Cinnaminson, NJ 08077



CUSTOMER STATEMENT

As of 2/25/2020

City of Jackson  
PO Box 17  
400 E. Silas Brown  
Jackson, MS 39205-0017

Customer Number COJA62  
Terms Net 30 Days  
Balance **9,336.60** EE

EMSL Analytical, Inc.

City of Jackson

Invoice #	P.O. #	Date	Type	Amount	Freight/Tax/Other	Total
25116051			PLM 72 Hour Proj Desc: 3603 TERRY RD BLDG B, E, F/20 15-3350 251901903			
		4/1/2019	Invoice	136.50	0.00	136.50
		7/10/2019	Payment	-136.50	0.00	-136.50
		8/7/2019	Payment	-136.50	0.00	-136.50
			<b>Balance:</b>		<b>-136.50</b>	
25116052			PLM 72 Hour Proj Desc: 3603 TERRY RD/2015-3401 251901904			
		4/1/2019	Invoice	300.30	0.00	300.30
		7/10/2019	Payment	-300.30	0.00	-300.30
		8/7/2019	Payment	-300.30	0.00	-300.30
			<b>Balance:</b>		<b>-300.30</b>	
25116053			PLM 72 Hour Proj Desc: 3603 TERRY RD OFFICE/2015-289 7 251901905			
		4/1/2019	Invoice	163.80	0.00	163.80
		7/10/2019	Payment	-163.80	0.00	-163.80
		8/7/2019	Payment	-163.80	0.00	-163.80
			<b>Balance:</b>		<b>-163.80</b>	
25116101			PLM 72 Hour Proj Desc: 301 ALTA WOODS BLVD 251901948			
		4/2/2019	Invoice	300.30	0.00	300.30
		7/10/2019	Payment	-300.30	0.00	-300.30
		8/7/2019	Payment	-300.30	0.00	-300.30
			<b>Balance:</b>		<b>-300.30</b>	
25116770			PLM 72 Hour Proj Desc: 3603 TERRY ROAD BLDG -G #2019-1026 251902663			
		5/1/2019	Invoice	163.80	0.00	163.80
		7/10/2019	Payment	-163.80	0.00	-163.80
		8/7/2019	Payment	-163.80	0.00	-163.80
			<b>Balance:</b>		<b>-163.80</b>	

If you have already sent payment, please disregard.

Questions, please call us at (856) 858-4800 ext. 2907

ALL AMOUNTS ARE IN US DOLLARS. PAYMENT IN US FUNDS ONLY.

Pay your invoices online at [www.emsl.com](http://www.emsl.com) Click LabConnect > Online payment



**EMSL ANALYTICAL, INC.**  
LABORATORY • PRODUCTS • TRAINING

**EMSL ANALYTICAL, INC**  
200 Route 130 North  
Cinnaminson, NJ 08077



CUSTOMER STATEMENT

As of 2/25/2020

City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25116779		PLM 72 Hour Proj Desc: 3603 TERRY ROAD BLDG-D #2019 -1027 251902664			
	5/1/2019	Invoice	273.00	0.00	273.00
	7/10/2019	Payment	-273.00	0.00	-273.00
	8/7/2019	Payment	-273.00	0.00	-273.00
		<b>Balance:</b>		<b>-273.00</b>	
25119483		PLM 72 Hour Proj Desc: 634 MCDOWELL ROAD-2019-199 251905378			
	8/29/2019	Invoice	109.20	0.00	109.20
		<b>Balance:</b>		<b>109.20</b>	
25119487		PLM 72 Hour Proj Desc: 1634 WOODY DRIVE-2018-1421 251905376			
	8/29/2019	Invoice	218.40	0.00	218.40
		<b>Balance:</b>		<b>218.40</b>	
25120227		PLM 72 Hour Proj Desc: 506 HILLSDALE DRIVE/2018-2044 251906105			
	10/1/2019	Invoice	300.30	0.00	300.30
		<b>Balance:</b>		<b>300.30</b>	
25120637		PLM 72 Hour Proj Desc: 213 LEA CIRCLE #2019-1094 251906542			
	10/21/2019	Invoice	163.80	0.00	163.80
		<b>Balance:</b>		<b>163.80</b>	
25120638		PLM 72 Hour Proj Desc: 306 MCDOWELL ROAD-2019-1193 251906543			
	10/21/2019	Invoice	245.70	0.00	245.70
		<b>Balance:</b>		<b>245.70</b>	
25121109		PLM 72 Hour Proj Desc: 3603 TERRY ROAD 2019-1025 251906960			
	11/11/2019	Invoice	27.30	0.00	27.30
		<b>Balance:</b>		<b>27.30</b>	
25121668		PLM 72 Hour Proj Desc: 1113 CRESTVIEW AVE 1029-1361 251907571			
	12/11/2019	Invoice	136.50	0.00	136.50
		<b>Balance:</b>		<b>136.50</b>	
25121669		PLM 72 Hour Proj Desc: 4566 OFFICE PARK DR 2019-1092 251907572			
	12/11/2019	Invoice	109.20	0.00	109.20
		<b>Balance:</b>		<b>109.20</b>	
25121958		PLM 72 Hour Proj Desc: 3062 GREENWOOD AVE. 2017-1861 251907899			
	12/30/2019	Invoice	191.10	0.00	191.10
		<b>Balance:</b>		<b>191.10</b>	
25121959		PLM 72 Hour Proj Desc: 124 NOEL ST 2019-1200 251907900			
	12/30/2019	Invoice	109.20	0.00	109.20
		<b>Balance:</b>		<b>109.20</b>	

If you have already sent payment, please disregard.

Questions, please call us at (856) 858-4800 ext. 2907

ALL AMOUNTS ARE IN US DOLLARS. PAYMENT IN US FUNDS ONLY.

Pay your invoices online at [www.emsl.com](http://www.emsl.com) Click LabConnect > Online payment



**EMSL ANALYTICAL, INC.**  
LABORATORY • PRODUCTS • TRAINING

**EMSL ANALYTICAL, INC**

200 Route 130 North  
Cinnaminson, NJ 08077



CUSTOMER STATEMENT

As of 2/25/2020

City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25121960		PLM 72 Hour Proj Desc 125 NOEL ST 2019-1205 251907901			
	12/30/2019	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25121961		PLM 72 Hour Proj Desc: 128 NOEL ST 2019-1203 251907902			
	12/30/2019	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25121962		PLM 72 Hour Proj Desc 136 NOEL ST 2019-1204 251907903			
	12/30/2019	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25121964		PLM 72 Hour Proj Desc. 239 ASH ST 2019-1308 251907908			
	12/30/2019	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25121965		PLM 72 Hour Proj Desc 206 WHITFIELD ST 2019-1163 251907909			
	12/30/2019	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25121966		PLM 72 Hour Proj Desc. 2916 GREENWOOD AVE. 2018-1205 251907910			
	12/30/2019	Invoice	81.90	0.00	81.90
			<b>Balance:</b>	<b>81.90</b>	
25121981		PLM 72 Hour Proj Desc: 2115 Oakhurst Drive 2018-2104 251907892			
	1/2/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25121982		PLM 72 Hour Proj Desc: 2850 GREENWOOD AVE. 2017-1108 251907891			
	1/2/2020	Invoice	136.50	0.00	136.50
			<b>Balance:</b>	<b>136.50</b>	
25121983		PLM 72 Hour Proj Desc. 2862 GREENWOOD AVE 2017-2157 251907896			
	1/2/2020	Invoice	300.30	0.00	300.30
			<b>Balance:</b>	<b>300.30</b>	
25121984		PLM 72 Hour Proj Desc: 2857 GREENWOOD AVE 2017-2128 2 251907894			
	1/2/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25121985		PLM 72 Hour Proj Desc 2869 GREENWOOD AVE. 2017-2158 251907895			
	1/2/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25121986		PLM 72 Hour Proj Desc: 127 NOEL ST 2019-1202 251907907			
	1/2/2020	Invoice	218.40	0.00	218.40
			<b>Balance:</b>	<b>218.40</b>	

If you have already sent payment, please disregard.

Questions, please call us at (856) 858-4800 ext. 2907

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200 Route 130 North  
Cinnaminson, NJ 08077



CUSTOMER STATEMENT

As of 2/25/2020

City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25121987		PLM 72 Hour Proj Desc: 126 NOEL ST 2019-1201 251907906			
	1/2/2020	Invoice	81.90	0.00	81.90
			<b>Balance:</b>	<b>81.90</b>	
25121988		PLM 72 Hour Proj Desc: 3068 GREENWOOD AVE. 2017-1831 251907898			
	1/2/2020	Invoice	136.50	0.00	136.50
			<b>Balance:</b>	<b>136.50</b>	
25121989		PLM 72 Hour Proj Desc: 204 WHITFIELD ST 2019-1198 251907905			
	1/2/2020	Invoice	81.90	0.00	81.90
			<b>Balance:</b>	<b>81.90</b>	
25121990		PLM 72 Hour Proj Desc: 160 WHITFIELD ST 2019-1161 251907904			
	1/2/2020	Invoice	81.90	0.00	81.90
			<b>Balance:</b>	<b>81.90</b>	
25121992		PLM 72 Hour Proj Desc: 2863 GREENWOOD AVE. 2015-1232 251907897			
	1/2/2020	Invoice	273.00	0.00	273.00
			<b>Balance:</b>	<b>273.00</b>	
25122028		PLM 72 Hour Proj Desc: 862 CARVER STREET/2017-2155 252000017			
	1/7/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122179		PLM 72 Hour Proj Desc: 103 GAYLYN DRIVE/2019-1493 252000167			
	1/14/2020	Invoice	136.50	0.00	136.50
			<b>Balance:</b>	<b>136.50</b>	
25122181		PLM 72 Hour Proj Desc: 1008 BLAIR ST (2019-1266) 252000168			
	1/14/2020	Invoice	245.70	0.00	245.70
			<b>Balance:</b>	<b>245.70</b>	
25122182		PLM 72 Hour Proj Desc: 146 COHEA ST 2019-1261 252000170			
	1/14/2020	Invoice	273.00	0.00	273.00
			<b>Balance:</b>	<b>273.00</b>	
25122183		PLM 72 Hour Proj Desc: 135 COHEA ST 2019-1264 252000169			
	1/14/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122186		PLM 72 Hour Proj Desc: 158 COHEA ST (2019-1265) 252000163			
	1/15/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122187		PLM 72 Hour Proj Desc: 109 GAYLYN DRIVE/2019-1494 252000165			
	1/15/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	

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200 Route 130 North  
Cinnaminson, NJ 08077

CUSTOMER STATEMENT

As of 2/25/2020



City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25122188		PLM 72 Hour Proj Desc: 126 COHEA ST 2019-1262 252000164			
	1/15/2020	Invoice	54.60	0.00	54.60
			<b>Balance:</b>	<b>54.60</b>	
25122189		PLM 72 Hour Proj Desc: 111 GAYLYN DRIVE/2019-1492 252000166			
	1/15/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25122202		PLM 72 Hour Proj Desc: 144 COHEA ST 2019-1263 252000162			
	1/15/2020	Invoice	218.40	0.00	218.40
			<b>Balance:</b>	<b>218.40</b>	
25122467		PLM 72 Hour Proj Desc: 1411 PEAR ST (2019-1373) 252000438			
	1/27/2020	Invoice	300.30	0.00	300.30
			<b>Balance:</b>	<b>300.30</b>	
25122468		PLM 72 Hour Proj Desc: 751 N PRESIDENT ST (2019-1412 ) 252000437			
	1/27/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25122469		PLM 72 Hour Proj Desc: 333 MCKEE ST (2019-1268) 252000436			
	1/27/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25122470		PLM 72 Hour Proj Desc: 339 MCKEE ST (2019-1267) 252000439			
	1/27/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122741		PLM 72 Hour Proj Desc: 614 MCDOWELL ROAD 2018-2099 252000716			
	2/7/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25122742		PLM 72 Hour Proj Desc: 412-16 MCDOWELL ROAD 2019-122 8 252000717			
	2/7/2020	Invoice	218.40	0.00	218.40
			<b>Balance:</b>	<b>218.40</b>	
25122924		PLM 72 Hour Proj Desc: 912 FARISH ST (2019-1539) 252000934			
	2/17/2020	Invoice	54.60	0.00	54.60
			<b>Balance:</b>	<b>54.60</b>	
25122926		PLM 72 Hour Proj Desc: 513 E FORTIFICATION ST (2019- 1059) 252000933			
	2/17/2020	Invoice	54.60	0.00	54.60
			<b>Balance:</b>	<b>54.60</b>	
25122927		PLM 72 Hour Proj Desc: 152 TAYLOR ST (2019-1195) 252000932			
	2/17/2020	Invoice	81.90	0.00	81.90
			<b>Balance:</b>	<b>81.90</b>	

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200 Route 130 North  
Cinnaminson, NJ 08077

CUSTOMER STATEMENT

As of 2/25/2020



City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25122937		PLM 72 Hour Proj Desc: 150 TAYLOR ST (2019-1058) 252000928			
	2/17/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122938		PLM 72 Hour Proj Desc: 1351-53 N LAMAR ST (2019-1056 ) 252000927			
	2/17/2020	invoice	245.70	0.00	245.70
			<b>Balance:</b>	<b>245.70</b>	
25122939		PLM 72 Hour Proj Desc: 851 FARISH ST (2019-1538) 252000931			
	2/17/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25122940		PLM 72 Hour Proj Desc: 511 E FORTIFICATION ST (2019- 1076) 252000930			
	2/17/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25122941		PLM 72 Hour Proj Desc: 930 N CONGRESS ST (2018-1193) 252000929			
	2/17/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25122996		PLM 72 Hour Proj Desc: 3535 VALLEY ROAD-2016-1625 252000968			
	2/18/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25122997		PLM 72 Hour Proj Desc: 1079 MCDOWELL ROAD-2015-3220 252000969			
	2/18/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25122998		PLM 72 Hour Proj Desc: 1147 MCDOWELL CIRCLE-2018-124 2 252000970			
	2/18/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25122999		PLM 72 Hour Proj Desc: 2611 TERRY ROAD-2018-1267 252000971			
	2/18/2020	Invoice	109.20	0.00	109.20
			<b>Balance:</b>	<b>109.20</b>	
25123002		PLM 72 Hour Proj Desc: 1720 CAMELLIA DRIVE-2018-1294 252000965			
	2/19/2020	Invoice	163.80	0.00	163.80
			<b>Balance:</b>	<b>163.80</b>	
25123003		PLM 72 Hour Proj Desc: 270 MARLA AVENUE-2019-1252 252000967			
	2/19/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	
25123005		PLM 72 Hour Proj Desc: 1071 MCDOWELL ROAD-2017-1813 252000966			
	2/19/2020	Invoice	191.10	0.00	191.10
			<b>Balance:</b>	<b>191.10</b>	

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200 Route 130 North  
Cinnaminson, NJ 08077



CUSTOMER STATEMENT

As of 2/25/2020

City of Jackson (continued...)

Customer Number

COJA62

EMSL Analytical, Inc.

25123012		PLM 72 Hour Proj Desc: 558 HEATHERWOOD DRIVE 2018-21 00 252000964				
	2/19/2020	Invoice	245.70	0.00	245.70	
		Balance:		245.70		
25123016		PLM 72 Hour Proj Desc: 2619 TERESA DRIVE 2019-1271 252000958				
	2/19/2020	Invoice	300.30	0.00	300.30	
		Balance:		300.30		
25123017		PLM 72 Hour Proj Desc: 1833 WALTHAM STREET 2017-1886 252000962				
	2/19/2020	Invoice	300.30	0.00	300.30	
		Balance:		300.30		
25123018		PLM 72 Hour Proj Desc: 2541 TERRY ROAD 2018-1070 252000963				
	2/19/2020	Invoice	354.90	0.00	354.90	
		Balance:		354.90		
25123087		PLM 72 Hour Proj Desc: 154 E DAVIS ST (2019-1060) 252001081				
	2/21/2020	Invoice	109.20	0.00	109.20	
		Balance:		109.20		
25123088		PLM 72 Hour Proj Desc: 147 W COHEA ST 252001082				
	2/21/2020	Invoice	109.20	0.00	109.20	
		Balance:		109.20		
25123089		PLM 72 Hour Proj Desc: 137 W COHEA ST 252001083				
	2/21/2020	Invoice	109.20	0.00	109.20	
		Balance:		109.20		
25123090		PLM 72 Hour Proj Desc: 758 N MILL ST 252001084				
	2/21/2020	Invoice	81.90	0.00	81.90	
		Balance:		81.90		

Aged totals for	City of Jackson					EMSL Analytical, Inc.			
Current	4,914.00	31 To 60	4,449.90	61 To 90	245.70	Over 90	-273.00	Total	9,336.60

Aged totals for All Locations of City of Jackson								COJA62	
Current	4,914.00	31 To 60	4,449.90	61 To 90	245.70	Over 90	-273.00	Total	9,336.60

Please remit to : EMSL ANALYTICAL INC., 200 Route 130 North, Cinnaminson NJ 08077

If you have already sent payment, please disregard.

Questions, please call us at (856) 858-4800 ext. 2907

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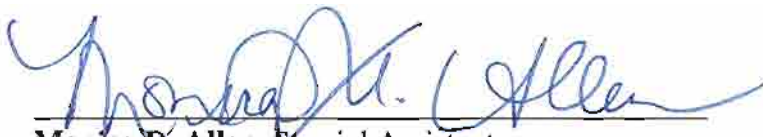
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

---

The ORDER RATIFYING AGREEMENT WITH EMSL ANALYTICAL, INC. FOR ASBESTOS TESTING OF DILAPIDATED STRUCTURES FOR DEMOLITION PURPOSES AND AUTHORIZING PAYMENTS TO EMSL ANALYTICAL, INC. FOR SERVICES RENDERED AND AUTHORIZING MAYOR TO EXECUTE WRITTEN AGREEMENT SUBSEQUENT TO PROVISION OF THE SERVICES is legally sufficient for placement in NOVUS Agenda.



Monica D. Allen, Special Assistant

Chandra Gayten, Deputy City Attorney CG

DATE

2/26/20

Item: #37  
Date: 3-3-20  
By: Hillman, Lumumba


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
2/25/20  
CA

The **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT TO COMPLETE A COMPREHENSIVE PLAN FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Timothy Howard, City Attorney  
Chandra Gayten, Deputy City Attorney ca

2/25/20  
\_\_\_\_\_  
DATE

OFFICE OF THE CITY ATTORNEY  
2/25/20  
CW

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT TO COMPLETE A COMPREHENSIVE PLAN FOR THE CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, the City of Jackson, through its Department of Planning and Development, desires to enter into an agreement with Central Mississippi Planning and Development (“CMPDD”) to complete a comprehensive plan for the City of Jackson, Mississippi; and

**WHEREAS**, Section 17-1-11 of the Mississippi Code of 1972 states that each municipality and county may provide for the preparation, adoption, amendment, extension and carrying out of a comprehensive plan for the purpose of bringing about coordinated physical development in accordance with present and future needs; and

**WHEREAS**, Section 17-1-9 of the Mississippi Code of 1972 states that the zoning regulations shall be made in accordance with a comprehensive plan; and

**WHEREAS**, by resolution on March 2, 2004, the City of Jackson adopted the Comprehensive Plan for the City of Jackson, which included Land Use, Transportation, and Community Facilities Elements; and

**WHEREAS**, since the adoption of the Comprehensive Plan in 2004, a number of significant changes have impacted the City of Jackson, and will continue to do so for the foreseeable future; and

**WHEREAS**, these changes contribute to the future development of the City, and require that the City of Jackson update its comprehensive plan to direct, guide and bring about the physical development and responsible growth of the City and in accordance with present and future needs; and

**WHEREAS**, CMPDD will produce a modern comprehensive plan with a high level focus on community engagement; and

**WHEREAS**, said plan will include concise guiding principles, goals and objectives, a land use plan, a transportation plan, a community facility plan and a demographic analysis; and

**WHEREAS**, the total cost for the project is \$140,150.00; and

**WHEREAS**, the City of Jackson agrees to compensate CMPDD \$81,350.00 to complete the comprehensive plan; and

**WHEREAS**, CMPDD will provide \$59,800.00, on the City’s behalf, toward the proposed cost of the transportation and land use components from the Jackson Area Metropolitan Planning Organization; and

**WHEREAS**, the City of Jackson agrees that the timeline for completion of this project is fifteen (15) months beginning March 1, 2020, ending no later than June 30, 2021.

**IT IS HEREBY ORDERED** that the Mayor is authorized to execute an agreement and related documents with CMPDD to develop the comprehensive plan for the City of Jackson, Mississippi.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    February 20, 2020    DATE**

POINTS		COMMENTS
1.	<b>Brief Description</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT TO COMPLETE A COMPREHENSIVE PLAN FOR THE CITY OF JACKSON, MISSISSIPPI
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>	1,2, 4, 5, 6,7
3.	<b>Who will be affected</b>	Everyone who lives and works in Jackson.
4.	<b>Benefits</b>	This project will produce a modern comprehensive plan with a high level focus on community engagement and the plan will include concise guiding principles, goals and objectives, a land use plan, a transportation plan, a community facility plan and a demographic analysis.
5.	<b>Schedule (beginning date)</b>	Upon execution of agreement, and issuance of a notice to proceed, approximately 15 months ending no later than June 30, 2021.
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>	All Wards  Yes
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b>    <input checked="" type="checkbox"/></li> <li>▪ <b>Consultant</b>        <input type="checkbox"/></li> </ul>	Department of Planning and Development And CMPDD
8.	<b>COST</b>	\$81,350
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b>        <input checked="" type="checkbox"/></li> <li>▪ <b>Grant</b>                <input type="checkbox"/></li> <li>▪ <b>Bond</b>                <input type="checkbox"/></li> <li>▪ <b>Other</b>                <input type="checkbox"/></li> </ul>	General Fund Professional Services Accounts 1.404.10.6419





## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

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

**Date:** February 20, 2020

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an agreement and related documents with Central Mississippi Planning and Development (CMPDD) for the completion of a comprehensive plan. The city has not completed a comprehensive plan since prior to the adoption of the 2004 Comprehensive Plan.

This project will produce a modern comprehensive plan with a high level focus on community engagement and the plan will include concise guiding principles, goals and objectives, a land use plan, a transportation plan, a community facility plan and a demographic analysis. CMPDD staff will be substantially augmented for the community engagement activities by One Voice.

One Voice is a Jackson based nonprofit that has an established mission is to ensure an equal voice to transitionally silenced communities across the south. One Voice has most recently supported Jackson Public Schools through the Better Together Commission through leading a city-wide community canvassing campaign to gather input from Jackson residents. One Voice uses the Community-Based Participatory Research Model to guide their process.

The total project cost is \$140,150.00, however CMPDD will provide \$59,800.00 toward the proposed cost of the transportation and land use components from the Jackson Area Metropolitan Planning Organization on the City's behalf.

Please free to contact Jordan Hillman at 601-960-2004 with any questions or clarifications you may have.

# COMPREHENSIVE PLANNING SERVICES FOR JACKSON, MISSISSIPPI PROPOSAL



**PROPOSAL FOR THE PROVISION OF  
COMPREHENSIVE PLANNING SERVICES FOR  
JACKSON, MISSISSIPPI**

**FEBRUARY 2020**



Submitted by:

Central Mississippi Planning and Development District

1170 Lakeland Drive / P. O. Box 4935

Jackson, Mississippi 39296-4935

601-981-1511

[www.cmpdd.org](http://www.cmpdd.org)

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# PLANNING SERVICES PROPOSED TO BE PROVIDED BY THE CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT (CMPDD) FOR JACKSON, MISSISSIPPI

## PROJECT I: COMPREHENSIVE PLAN

The Central Mississippi Planning and Development District (CMPDD) hereby proposes to prepare a Comprehensive Plan for Jackson, Mississippi, in accordance with the requirements of Mississippi law. Section 17-1-9 of the Mississippi Code of 1972 states that “Zoning regulations shall be prepared in accordance with a comprehensive plan...”

Amendments to Section 17-1-1 that became effective July 1, 1988, define “comprehensive plan” as “...a statement of public policy for the physical development of the entire municipality or county adopted by resolution of the governing body, consisting of the following elements at a minimum: (I) Goals and objectives for the long range (twenty to twenty-five years) development of the county...; (II) a land use plan...; (III) a transportation plan...; and (IV) a community facilities plan...”

The primary purposes of the Comprehensive Plan are to serve as a long range policy guide to assist the city in making decisions about future development within the city and to form a legal basis for the city’s zoning ordinance.

Within this context, CMPDD shall perform the following tasks:

### TASK I-A: PREPARATION OF A BASE MAP OF THE CITY

CMPDD shall develop a base map of the city’s study area. The base map shall include all roadways, streams and bodies of water, property lines, and other features. The base map shall be developed from existing county parcel tax maps. The study area will include the incorporated areas of the city as well as areas within the city’s path of growth.





## TASK I-B: DEVELOP EXISTING CONDITIONS INVENTORY FOR THE CITY

**Existing Land Use Inventory.** During 2019, CMPDD utilized Geographic Information System (GIS) mapping capabilities and mobile GIS team to ride every roadway in the city and conduct an inventory of all existing land uses by standard land use classification. This inventory of existing land use will be extended into the unincorporated areas that are included in the study area.

This Existing Land Use Map, including building conditions and code violation status, will be used in part as the basis for recommending future land uses for the study area.

**Demographics Study.** CMPDD is a Census Bureau Data Affiliate and, as such, has access to Census Bureau data that is not readily available to most organizations. In addition, CMPDD will utilize ESRI Business Analysis Online (BAO) to further analyze business and demographic patterns in the study area. CMPDD shall develop population estimates for the study area based in part upon the inventory of existing land use as well as the 2010 Census and CMPDD's Regional Data Center applications. If data from the 2020 Census becomes available during the contract period, then CMPDD will utilize this data in place of the 2010 Census data.

CMPDD shall provide a demographic study of the city's population resulting in a statistical profile of the city. The study shall examine such population characteristics as population, age, race, income, employment, etc. The results of this study shall be used in the development of other elements of this plan. The population estimates and projections developed in this section shall be used in the development of the Land Use Plan, the Transportation Plan, and the Community Facilities Plan. CMPDD shall develop population projections in ten-year increments to 2040.



### **TASK I-C: PUBLIC ENGAGEMENT**

Public engagement is a vital element to the City's Comprehensive Plan; therefore, CMPDD will partner with One Voice to gather the public's input in the development of this Plan. The approach to accomplishing this task will be grounded in One Voice's community engagement model and scientifically grounded in the community-based participatory research (CBPR) model. CBPR, with its emphasis on partnering with communities, provides an alternative to traditional research and engagement approaches that assume a phenomenon may be separated from its context for purposes of this study. CBPR recognizes the importance of treating members of a study population as active and equal participants in all phases of the research project, if the research process is to be a means of facilitating change.

CBPR perfectly aligns with One Voice's civic engagement model by focusing on community relationships as a vital component in developing community informed solutions. This approach is particularly important as we engage Jackson residents on the city's comprehensive plan.

Through its community engagement process, One Voice, with input from CMPDD, will utilize data collection tools including structured interview questions to be used for community conversations and focus groups and a survey instrument to gather community input from a diverse cross-section of Jackson residents. The survey instrument will also be available through an on-line portal to support broad participation in the community engagement process.

Neighborhoods within the city's seven (7) wards will be targeted, with a goal of receiving responses from a minimum of 5% from each municipal ward. This will include a representative demographic sample in each ward to ensure that all Jackson residents and community stakeholders have voice in the city's comprehensive plan. One Voice's strategies to ensure broad participation in this process will include utilizing its relationship with the Jackson Association of Neighborhoods to identify a fair representation of neighborhoods throughout the city. In addition, One Voice has access to a list of hundreds of Jackson neighborhoods and churches, and the Voter Activation Network (VAN), which includes contact information for adult Jacksonians.

We will also target young people in Jackson as a critical voice in Jackson's future. Working through schools, churches and community programs to make sure that we attract a significant number of youths to participate in this project will become key.

In collaboration with the City of Jackson and CMPDD, a special launching of this initiative will be necessary to increase community participation.

## TASK I-D: GOALS AND OBJECTIVES ELEMENT

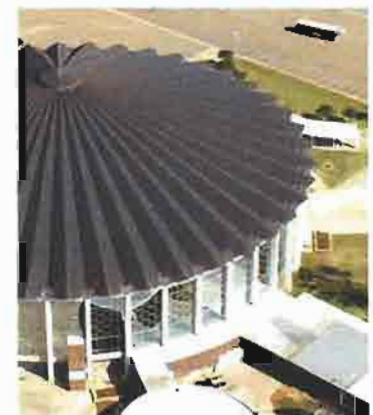
In accordance with Mississippi law, CMPDD shall develop a Goals and Objectives element for the planning period, which will help shape concise guiding principles. These principles shall address, at a minimum, residential, commercial, and industrial development and redevelopment; parks, recreation and open space; transportation and major thoroughfare improvements; community facilities; and economic development. This element shall be developed in part through interviews with city officials and also through public engagement activities to obtain citizen input.

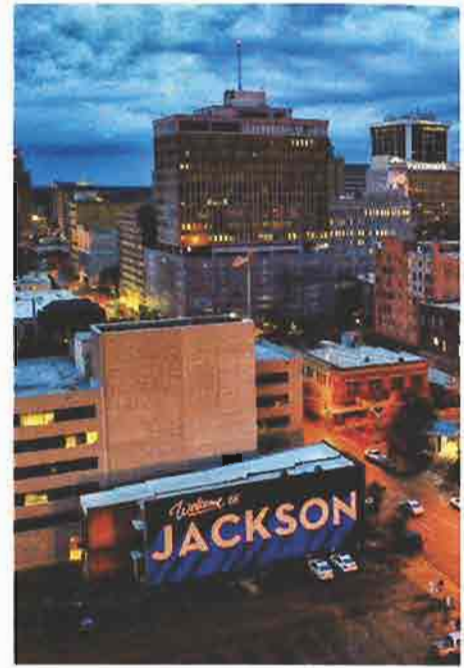
## TASK I-E: LAND USE PLAN ELEMENT

CMPDD shall prepare a Land Use Plan for Jackson in map form which depicts the proposed general distribution and extent of the uses of land for residences, commerce, industry, recreation and open space, public/quasi-public facilities and lands. This Land Use Plan shall be based upon projections of population and employment to the year 2040 and upon the guiding principles.

The Land Use Plan map will be produced in full color and at a large scale suitable for use in public hearings. The final adopted Land Use Plan will also be included at a smaller, but clearly legible, scale in the Comprehensive Plan report.

Development of the Land Use Plan shall include a Housing Element that will involve an analysis of the city's housing needs based in part upon the structural conditions inventory performed under Task B. CMPDD shall project the city's housing needs in terms of forecasted population growth through the year 2040 and recommend areas that are most suitable for location of various forms of housing.





#### **TASK I-F: TRANSPORTATION PLAN ELEMENT**

CMPDD proposes to prepare a Transportation Plan for the city. In accordance with Mississippi law, the Transportation Plan shall depict in map form the proposed functional classifications (principal and minor arterial, collector and local) for existing and proposed streets, roads and highways for the same time period as that covered by the Land Use Plan. These functional classifications shall be defined on the Transportation Plan as to minimum right-of-way and surface width requirements for the year 2040. Standard traffic projection methodology shall be used to produce traffic projections for the study area in ten-year increments: 2020, 2030, and 2040. Recommendations from this element will be reflective of the Jackson Metropolitan Planning Organization's 2045 Metropolitan Transportation Plan and reflected in future editions of the MPO planning documents.

All other forms of transportation, including bicycle and pedestrian facilities shall be addressed as appropriate. The major thoroughfares shall be incorporated into the Land Use Plan Map, which shall be prepared as a display map and included in the final adopted Comprehensive Plan.

#### **TASK I-G: COMMUNITY (PUBLIC) FACILITIES PLAN ELEMENT**

CMPDD shall prepare a Community Facilities Plan in accordance with Mississippi law. Elements of the Community Facilities Plan will include an inventory of existing facilities and projections (based in part upon the study area population projections performed under Task I-B) of future needs through 2040 for the following: city buildings; the police department offices and jail facilities; public works; fire stations; libraries; civic centers; parks and recreational centers; and other public building needs as appropriate.

#### **TASK I-H: DEVELOPMENT OF WEB-BASED PLAN VIA STORY MAP**

As part of this project, CMPDD will develop a web-based version of the Plan in Story Map format using CMPDD's virtual server technology and ESRI ArcGIS Server Enterprise software. This internet based component will also utilize the city's existing GIS Map Viewer and enable accessibility to interactive land management maps and data layers including such elements as the Land Use Plan, zoning, flood zones and Transportation Plan. These systems can be designed and used for in-house use and/or for public information dissemination as desired.



## TASK I-I: PUBLIC HEARING ON PROPOSED COMPREHENSIVE PLAN

At least one and no more than two public hearings will be held to receive public comments and suggestions on a draft of the Comprehensive Plan. Online surveys may also be conducted. Professional planners from CMPDD shall present the proposed plan and answer questions at the hearing(s).

## TASK I-J: COPIES OF FINAL COMPREHENSIVE PLAN

After the public hearing(s), and following formal adoption of the Comprehensive Plan by the Mayor and Council, CMPDD shall print 50 copies of the adopted plan for distribution as the city determines. A digital PDF file of the Comprehensive Plan shall also be provided to the city.

### PROPOSAL COST

**\$140,150**

#### SOURCES:

CITY OF JACKSON

**\$81,350**

MPO CONTRIBUTION

**\$58,800**



## DESCRIPTION AND HISTORY OF FIRM

The Central Mississippi Planning and Development District is a non-profit corporation established in 1968 in accordance with the Intergovernmental Cooperation Act of 1968 (Public Law 90-577) and Part IV of the U.S. Office of Management and Budget Circular A-95, and by Executive Order 81 under Governor John Bell Williams. The CMPDD is one of ten Planning and Development Districts in Mississippi. CMPDD's primary role is to assist local entities with finding creative regional solutions to relevant and emerging issues in areas such as planning, government management, and human resource coordination. The CMPDD primarily provides services to Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo Counties. The CMPDD's activities are administered by the Chief Executive Officer, Michael Monk. The CMPDD has ample staff members to carry out the scope of work described in this proposal including three planners, two of whom are certified by the American Institute of Certified Planners (AICP).

The Planning Division, which will perform the services of this proposal, has consistently maintained a staff of at least fifteen (15) professionals for the past fifteen (15) years. Generally, the team has expertise in long range comprehensive planning, writing zoning and other development-related ordinances, GIS mapping, economic development, E-911 mapping, GPS field work, redistricting plans, economic impact studies, hazard mitigation planning, public hearing facilitation, and grant preparation and administration. Furthermore, CMPDD has been the Metropolitan Planning Organization (MPO) responsible for coordinating a Federally-mandated Transportation Planning Process for the Jackson Metropolitan Area (Hinds, Madison and Rankin Counties) since 1975. This expertise relates directly to the transportation plan element of this proposed plan.

## NAMES AND QUALIFICATIONS OF SPECIFIC PROJECT PERSONNEL

- **CHUCK CARR – DIRECTOR OF PLANNING AND MANAGEMENT**  
Bachelor of Science Degree in Community and Regional Planning from University of Southern Mississippi with over thirty-five years of experience in community planning first as a planner, later as GIS Director after extensive training in a variety of GIS software.
- **DAVID WADE, AICP – PRINCIPAL PLANNER**  
Bachelor of Science Degree in Community and Regional Planning from University of Southern Mississippi with over twenty-five years of professional planning experience. Experience includes preparing comprehensive plans, zoning ordinances, other development-related ordinances, and numerous redistricting plans.
- **GRAY OUZTS, AICP – PRINCIPAL PLANNER**  
Master of Public Administration from University of Georgia, Bachelor of Science Degree in Public Policy, Certificate in Urban and Regional Planning from Georgia Institute of Technology with over ten years of professional experience with diverse local governments in two states. Experience includes preparing comprehensive plans and master plans, zoning ordinances, hazard mitigation plans, state and federal grant application and administration, demographic research, and organizing and facilitating community meetings and surveys.
- **PATRICK BESSELIEVRE – PLANNER**  
Bachelor of Business Administration-Marketing from Mississippi State University and a Master of City and Regional Planning from the University of Memphis. Experience includes preparation of comprehensive plans, demographic research, transportation planning, community outreach, and hazard mitigation planning.

- **LESLEY CALLENDER – SENIOR PLANNER**

Bachelor of Science Degree in Community and Regional Planning from the University of Southern Mississippi with over fifteen years of professional planning experience. Experience in preparing Economic Impact Studies, Hazard Mitigation Plans, Comprehensive Plans, Grant Applications, and Transportation Planning. Transportation experience includes working with the Jackson Metropolitan Planning Organization (MPO) to develop and administer plans and programs to maintain regional eligibility for federal transportation funds through program management activities and development of long-range transportation plans.

- **JOHNATHAN SIMON – GIS AND IT MANAGER**

Master of Science in Geographic Information Systems from the University of Leeds and a Bachelor of Science in Environmental Science from the University of Liverpool with over fifteen years of experience in the field.

- **TONY WONCH – GIS PLANNER**

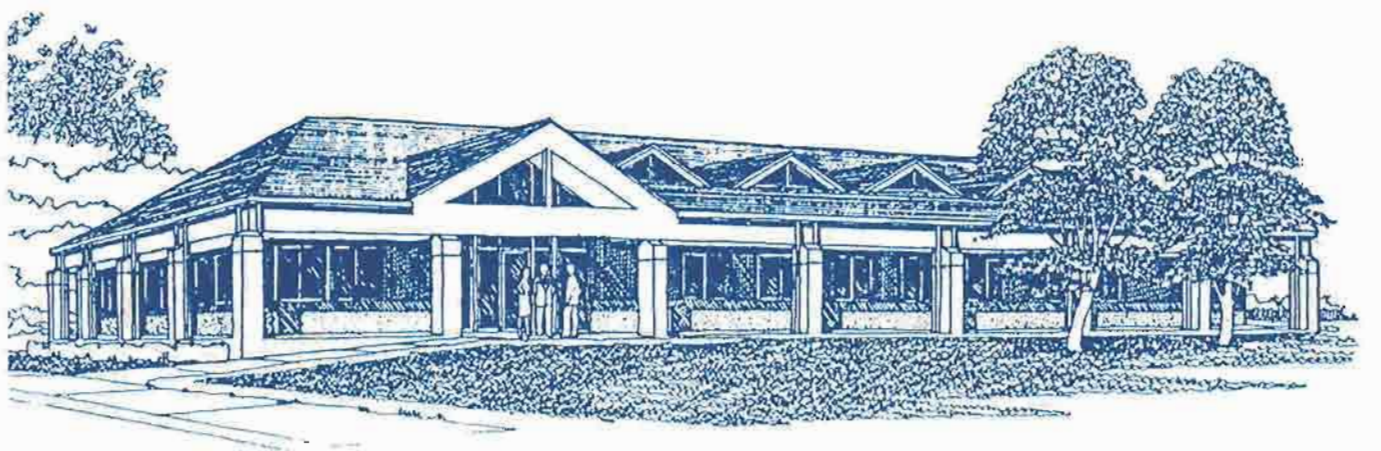
Bachelor of Science Degree in Geographic Information Technology from University of Southern Mississippi with nearly fifteen years of technical planning and computer mapping work involved in a wide variety of plans and maps.

- **JAY WADSWORTH – REGIONAL DATA ANALYST**

Master of Business Administration, Bachelor of Business Administration from Belhaven University with over twenty years professional experience in marketing/market analysis, product development/sales support, and contract management/negotiations.

- **DON SMITH – GRAPHIC DESIGNER**

Bachelor of Arts Degree in Advertising including a Minor in Art from the University of Southern Mississippi with over ten years of professional experience in graphic design. Experience includes design for newspapers, magazines, billboards, specialty items, presentations, brochures, web graphics and websites.



## **SUBCONTRACTOR QUALIFICATIONS OF SPECIFIC PROJECT PERSONNEL**

### **ONE VOICE TEAM & PARTNERS**

One Voice has an in-house team of experienced community development specialists, data specialists and researchers. Half of our staff are Jackson natives and/or have raised families in Jackson. We will hire a person, on a contractual basis, to coordinate the various pieces of this project and contract with a communications specialist to develop a communications strategy to launch the project and convey successes.

### **NSOMBI LAMBRIGHT – EXECUTIVE DIRECTOR**

Previously, Nsombi held the position of Director of Development and Programs for One Voice. Prior to joining the One Voice staff, she spent eight years as Executive Director of the ACLU of MS. Additionally, she sits on the boards of the Center for Constitutional Rights, the Mississippi Veterans of the Civil Rights Movement, and the Mississippi Low-Income Child Care Initiative. Nsombi has extensive experience in directing, managing, and organizing large campaigns, community efforts, and complex programs. She possesses expertise in supervising and facilitating multi-faceted, fast moving projects with several moving parts.

### **SHIRLEY MOCK – CHIEF OPERATING OFFICER**

Shirley earned her B.S. degree in Communications and Business Administration from Mississippi College in Clinton, Mississippi. Shirley was employed more than 30 years with BellSouth/AT&T, working in various positions and retiring as AT&T Vice President of Government Relations/FL-MS. Shirley returned to the state in 2002 and started her own consulting firm, Mock's Consulting, specializing in various public policy issues. She joined the MS State Conference NAACP in 2006 as the Government Relations Consultant in an advisory capacity to the President to advance its political and legislative agendas—a position she continues to hold. She joined One Voice in 2007 serving in various capacities, including administrative, technical/research and legislative consultant.

### **DEANTE' MORGAN – IT SPECIALIST/GRAPHIC DESIGNER**

Deante' possesses over six years of training and experience in both fields. After receiving his Associates Degree in Computer Servicing at Hinds Community College, Deante' enrolled at Jackson State University to study Graphic Design, where In December 2017, Deante' received his Bachelor of Arts degree in Graphic Design. In January 2018, Deante' joined One Voice as an IT Specialist whilst handling One Voice's technological components.

### **LOLITA BOLDEN – PROGRAM DIRECTOR**

Lolita has been working in the non-profit sector for six years now and has participated in and led several development projects. Lolita is a contributing member of the One Voice community and has participated in several community/civic engagement projects. Prior to joining One Voice, Lolita was the Project Manager at the Mississippi Institute of Geographic Minority Health where she served as a work-lead trainer of administrative staff in basic business skills of day-to-day operations of the institution. She assisted partners with the business aspect of their project by identifying, tracking, managing, and resolving project issues.

### **DR. COREY WIGGINS – RESEARCH CONSULTANT**

Growing up in rural Mississippi, Dr. Wiggins has been driven with a simple mission to serve the community. His diverse career experiences have focused on creating equitable opportunities through systems and public policy change. Previously, Dr. Wiggins served as Senior Vice-President of Policy at Hope Enterprise Corporation and Hope Credit Union. He also served as Director of the Hope Policy Institute where he focused his efforts on strengthening communities, building assets, and improving lives in economically distressed parts of the Mid-South. He has served as a public policy professional both as a Barbara Jordan Health Policy Fellow in the United States Senate and as a policy analyst for the Mississippi State Legislature. Dr. Wiggins has also held the rank of Visiting Assistant Professor of Health Policy and Management at Jackson State University. He currently serves as Executive Director of the Mississippi State Conference NAACP.

### **CATHERINE ROBINSON – PROGRAM MANAGER**

Catherine is a grassroots organizer with more than 10 years of expertise creating impactful solutions for workers and community partners in various areas within the industry of labor unions, electric cooperatives, and environmental effects on climate change. She is currently seeking her Doctoral in Business Administration with an emphasis in Public Administration from Northcentral University.

### **CHARLES TAYLOR – DATA SPECIALIST AND COMMUNITY ORGANIZER**

Charles served as a State Organizer for the Mississippi Conference NAACP 2012 “This Is My Vote” campaign, which registered 29,000+ African Americans to vote in Mississippi. Charles was a Field Director and Campaign Coordinator for the Better Schools, Better Jobs (Initiative 42 in MS to fully fund education). Charles recently served as the Data Director for Mike Espy for Senate Campaign in 2018 and served as Data Director for Jay Hughes for Lt. Governor of Mississippi in 2019. Taylor served as the Data Scientist for the National Baptist Convention for the 2018 midterm election cycle and currently serves as the Statistician for the National Baptist Convention under the leadership of President Jerry Young. Taylor is principal at Peyton Strategies, a political data firm, based in Mississippi, specializing in data collection and management.

### **PARTNERS:**

Jackson State University’s Mississippi Urban Research Center (MURC) and Department of Urban and Regional Planning (DURP) will also be key partners on this project. MURC and DURP will assist with focus group facilitation, survey instrument design, facilitating stakeholder sessions and analyzing survey results to determine results.

Another key partner will be the Jackson Association of Neighborhoods (JAN). Jackson neighborhood associations serve as the eyes and ears of the community. These groups will be instrumental in making sure that Jackson voices are heard in this process.



OFFICE OF THE CITY CLERK  
MEL  
3/3/20

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH BRAD C. DAVIS OF THE JONES WALKER, LLP LAW FIRM ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN BRAD C. DAVIS AS SPECIAL COUNSEL FOR THE CITY IN CONNECTION WITH DEVELOPMENT OF THE CONVENTION CENTER PROPERTIES**

**WHEREAS**, the City of Jackson, Mississippi (“City”) is in need of specialized legal expertise in the area of economic development law and incentive negotiation; and

**WHEREAS**, from conception to completion, Jones Walker, LLP law firm has the expertise and ability to represent the City of Jackson in aspects of economic development projects; and

**WHEREAS**, Jones Walker’s experienced economic development attorneys – including Mr. Brad C. Davis – employ multiple areas of legal practice with an understanding of tax, public and private partnerships and finance, real estate development, administrative law and government relations to provide clients with innovative options for financing economic development projects; and

**WHEREAS**, Brad C. Davis of Jones Walker, LLP law firm is willing to perform work and work closely with his colleagues at Jones Walker to perform work, to include the following scope of engagement:

- to assist the City in structuring a Request for Proposals to recruit a developer(s) for development of the Convention Center Properties -- a request that is in line with market ready pieces of the development;
- to assist the City in reviewing responses to the RFP;
- to assist the City in the pre-development phase of the Convention Center Properties Development Process;
- to assist the city in communications and negotiations with HUD regarding the Section 108 loan
- to assist the City in structuring and documenting any real estate transactions between the City and the Jackson Redevelopment Authority;
- to assist the City in developing policies and procedures regarding the assessment, evaluation, and protocols of Tax Increment Financing Projects;
- to assist the City in understanding policy and law related to tax sale transactions and any needed policy changes – in tackling blight in the City

**WHEREAS**, Brad C. Davis will perform services for the City at a fee not to exceed \$48,000 and expenses not to exceed \$3,000 for the period beginning February 24, 2020 and lasting to September 30, 2020; and

**WHEREAS**, Brad C. Davis will provide the City with monthly invoices and itemized statements of work performed.

**IT, IS, THEREFORE, ORDERED** that the Mayor of the City of Jackson, Mississippi, is authorized to execute an engagement agreement to retain the special legal counsel of Jones Walker, LLP law firm, specifically Brad C. Davis, to provide legal services in the area of economic

Item: #38  
Date: 3-3-20  
By: Hillman, Lumumba

development and incentive negotiation, and in any aspects of the pre-development phase of the Convention Center Properties Project, and the scope of work delineated above, for the period beginning February 24, 2020 and lasting to September 30, 2020, at a fee not to exceed \$48,000 and expenses not to exceed \$3,000, with Brad C. Davis providing the City with monthly invoices and itemized statements of work performed.

(HILLMAN, HOWARD, 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

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH BRAD C. DAVIS OF THE JONES WALKER, LLP LAW FIRM ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI TO RETAIN BRAD C. DAVIS AS SPECIAL COUNSEL FOR THE CITY IN CONNECTION WITH DEVELOPMENT OF THE CONVENTION CENTER PROPERTIES is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D Allen, *Special Assistant*

  
\_\_\_\_\_  
Date

*MDS*  
OFFICE OF THE CITY ATTORNEY  
2/26/20

Item: #39  
Date: 3-3-20  
By: Hillman, Lumumba

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  
Howard  
3/3/2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO ENTER LIMITED POLE ATTACHMENT AGREEMENTS WITH ENTEGY SERVICES, INC. FOR POLE ATTACHEMENTS RELATED TO PARKING METER PROJECT** is legally sufficient for placement in NOVUS Agenda.

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

2/28/20  
DATE

**ORDER AUTHORIZING THE MAYOR TO ENTER LIMITED POLE ATTACHMENT AGREEMENTS WITH ENTEGY SERVICES, INC. FOR POLE ATTACHEMENTS RELATED TO PARKING METER PROJECT.**

OFFICE OF THE CITY ATTORNEY  
2020-01-20

**WHEREAS**, the City of Jackson is installing a new parking meter system that requires communication devices throughout the meter zone; and

**WHEREAS**, the City of Jackson is installing the communication devices where possible on city-owned structures; and

**WHEREAS**, there are locations that require communication devices that are not able to be located on city-owned structures and structures owned by Entergy offer the City the best alternative; and

**WHEREAS**, Entergy Services, Inc. requires an agreement in order for any entity, including the City, to attach a communications device to their structures; and

**WHEREAS**, Entergy requires a separate agreement for each structure; and

**WHEREAS**, the agreement continues while the attachment is being used and has no termination date; and

**WHEREAS**, the agreement, as proposed, may be terminated by Entergy Service, Inc. on sixty (60) days written notice to the City; and

**WHEREAS**, the cost of each agreement is a one-time attachment fee of \$300, of which the City needs ten (10) at this time for a total cost of \$3000.00.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into up to ten limited pole attachment agreements with Entergy related to the pole attachments in the parking meter zone at a cost of \$300.00 for each agreement and total cost not to exceed \$300.00.

**IT IS FURTHER ORDERED** that these agreements shall continue in effect until canceled by Entergy Services, Inc. upon proper notice under the terms of the agreement or the City removes the attachment at such time as it is no longer need.

Item: #39

BY: HILLMAN, LUMUMBA

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

**February 7, 2020**


**DATE**

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Pole Attachment Agreement with Entergy for Parking Meter Project Communication Devices
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	2, 4, 5, 6, 7
3.	<b>Who will be affected</b>	Residents, businesses, pedestrians, and motorists in Jackson
4.	<b>Benefits</b>	Enable parking meter system to communicate effectively.
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	City Wide
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Department of Planning and Development
8.	<b>COST</b>	\$300 per attachment licensing fee
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"/>	1461306813 General Fund
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

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

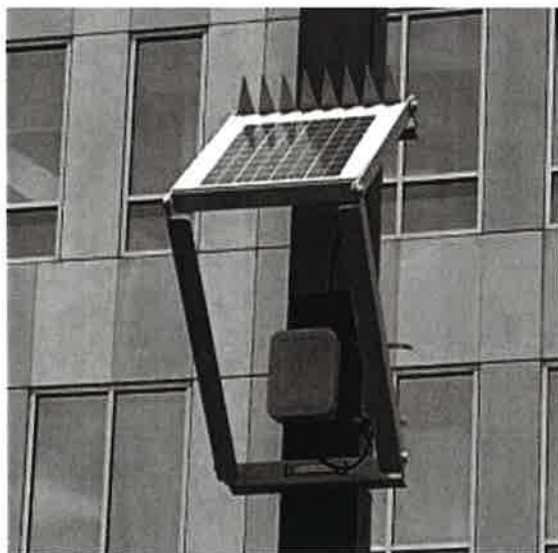
**Date:** February 7, 2020

**Subject:** Agenda Item for City Council Meeting

This agenda item allows for the Mayor to execute pole attachment agreements with Entergy for the purposes of attaching the gateway communication devices to Entergy light poles in the meter zone. We are attaching to as many city owned structures as possible, but in some cases city owned structures are not available.

The meter system selected from Civic Smart (Duncan Parking Technologies) uses sensor gateways to connect to a centralize server system. Each gateway can communicate with approximately 75 sensors. They are solar powered and wirelessly transmit sensor data to the Parking Enterprise Management System for data management and analysis. This gateway sensor system is what enables smart enforcement technology to be used.

They are small and look like this:



If you have any questions please contact Jordan Hillman at [jhillman@jacksonms.gov](mailto:jhillman@jacksonms.gov) or 601-960-2004.

OFFICE OF THE CITY ATTORNEY  
3-11-2020  
9:52

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GREATER EASTOVER FOUNDATION (WARD 1)**

**WHEREAS**, the Greater Eastover Foundation has notified the City of Jackson about plans to enhance the aesthetics of one bridge structure owned and maintained by the City of Jackson located in the Eastover Neighborhood; and

**WHEREAS**, the Greater Eastover Foundation wishes to enter into a memorandum of understanding outlining the obligations between the City of Jackson and the Greater Eastover Foundation pertaining to the proposed aesthetic improvements to the Lake Circle at Eastover Drive Bridge Structure.

**WHEREAS**, the Greater Eastover Foundation plans to remove the existing wooden guardrails from the Lake Circle at Eastover Drive Bridge and replace with an iron decorative railing inclusive of brick columns on West and East approach way; and

**WHEREAS**, the Greater Eastover Foundation will ensure per the agreed MOU that the proposed aesthetic improvements will meet or exceed the current local, state, and Federal bridge requirement standards set forth by each governing agency.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a memorandum of understanding with the Greater Eastover Foundation to perform aesthetic improvements to the Lake Circle at Eastover Drive Bridge structures located in the Eastover Subdivision.

ITEM #           #40            
DATE:           3-3-20            
BY: **WILLIAMS, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 2, 2020**

<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 MEMORANDUM OF UNDERSTANDING WITH THE GREATER EASTOVER FOUNDATION (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	4																																													
3.	<b>Who will be affected</b>	Residents who live in the Eastover Subdivision																																													
4.	<b>Benefits</b>	Neighborhood Enhancement																																													
5.	<b>Schedule (beginning date)</b>	Execution of the MOU																																													
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>	② No Cost																																													
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"/>																																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## Council Agenda Item Memorandum

To: Mayor Chokwe Antar Lumumba

From: Robert K. Miller, Director



Date: February 5, 2020

### **Background:**

Attached, you will find an item for the City Council Agenda requesting the City of Jackson enter into a Memorandum of Understanding with the Greater Eastover Foundation. The Foundation has approached the City of Jackson, Department of Public Works regarding the aesthetic improvements to Lake Circle at Eastover Drive Bridge. The memorandum of understanding will outline the responsibilities regarding each entities responsibility regarding the maintenance and upkeep of the bridge structure.

The Department of Public Works recommends the City of Jackson enter into a Memorandum of Understanding regarding the aesthetic improvements to the Lake Circle at Eastover Drive Bridge Structure.

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  
2/13/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE GREATER EASTOVER FOUNDATION (WARD 1)** is legally sufficient for placement in NOVUS Agenda.

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

2/13/20  
\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION**

**WHEREAS, the Greater Eastover Neighborhood Foundation ("Foundation") has an interest in improving the aesthetics and appearances in the greater Eastover neighborhood in the City of Jackson ("City"); and**

**WHEREAS, the Foundation has notified the City of its intent and plans to undertake a beautification project that would include enhancing the aesthetic qualities of certain bridges and their surrounding areas with brick streetscaping and landscaping in the Eastover neighborhood; and**

**WHEREAS, the proposed work would affect the following bridges:**

**Lake Circle Bridge No.: SA250000000287  
Eastover Drive Bridge No.: SA250000000290**

**WHEREAS, the City owns and maintains the bridges and the surrounding right-of-ways that would be affected by the beautification project; and**

**WHEREAS, the proposed design and landscape elements have been discussed by the City and Foundation and are supported by community stakeholders; and**

**NOW THEREFORE, the Foundation and City do hereby mutually agree as follows:**

- 1. The Foundation will submit a complete set of plans, drawings, and specifications to the Engineering Division of the Department of Public Works for approval and obtain any applicable permit required by local, state, or federal authority prior to construction.**
- 2. The Foundation agrees to be bound by any and all local, state, and federal guidelines and procedures governing the installation of the project.**
- 3. The Foundation agrees that the construction of the project will be performed by a professional contractor, licensed and bonded in the State of Mississippi.**
- 4. The Foundation shall be responsible for installing and maintaining, at its sole cost and expense, all permitted improvements that are to be installed by the Foundation's contractors on the bridges, roads and right-of-ways.**
- 5. If it shall come to the attention of the City that the permitted improvements are not being so maintained, the Foundation will, on written request of the City, promptly make such repairs to the project construction as designated by the City. If the Foundation fails within fifteen (15) days to comply with such request, the City may make such repairs, and invoice the Foundation for the**

cost. In lieu of repairs, the City may, at its option, wholly remove the broken or damaged structure from the City right-of-way. The Foundation shall have thirty (30) days to reimburse the City. The City shall not be obligated to make repairs if the Foundation fails to do so.

6. So long as this Memorandum of Understanding is in effect, the Foundation agrees to maintain comprehensive general liability with minimum limits of \$500,000.00 with the City of Jackson listed as an Additional Insured. A certificate of insurance will be provided to the City by the Foundation prior to construction.

7. The Foundation assumes and agrees to indemnify the City of Jackson from any claims or demands, whether arising in or based upon tort, contract, strict liability, or otherwise, including legal fees and court costs, made by any person for accidents, injuries, or losses arising from the modifications undertaken by the Foundation.

8. The City will allow the Foundation to construct the proposed improvements provided that the design meets with local, state, and federal regulations, including the specifications of the American Association of State Highway and Transportation Officials Roadside Design Guide. Approval and/or permits will not be unreasonably withheld or delayed.

9. The City will provide permits necessary to allow construction of the project as approved.

10. The City will remain responsible for maintaining the structural integrity of the bridges, roads and right-of-ways as required by law. If at any time during the term of this Memorandum of Understanding, it shall become necessary for the City to remove, repair or replace City infrastructure, the Foundation will not be subject to reimbursement for any claimed loss as a result of the City's activities in maintains the structural integrity of the bridge. None of the improvements by the Foundation shall contribute or cause the structural integrity of the bridges to be adversely affected.

11. **Effective Date.** This Memorandum of Understanding is effective the last date of execution by the Parties (the "Effective Date").

12. **Term.** The term of this Memorandum of Understanding shall be for a period of one (1) year, commencing on the Effective Date, and will automatically renew at the end of the initial term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Memorandum of Understanding at any time upon thirty (30) days written notice.

Upon termination of this Memorandum of Understanding, the Foundation shall remove its improvements from the roads, bridges and right-of-way and return the aforementioned to its original state. If the Foundation refuses to do so, then the City may remove the improvements and invoice the Foundation for costs incurred, which shall be paid by the Foundation within thirty (30) days. The Foundation shall continue to insure and indemnify the City after termination of this Memorandum of Understanding for a period of three (3) years and for as long as its improvements are present following termination.

cost. In lieu of repairs, the City may, at its option, wholly remove the broken or damaged structure from the City right-of-way. The Foundation shall have thirty (30) days to reimburse the City. The City shall not be obligated to make repairs if the Foundation fails to do so.

6. So long as this Memorandum of Understanding is in effect, the Foundation agrees to maintain comprehensive general liability with minimum limits of \$500,000.00 with the City of Jackson listed as an Additional Insured. A certificate of insurance will be provided to the City by the Foundation prior to construction.

7. The Foundation assumes and agrees to indemnify the City of Jackson from any claims or demands, whether arising in or based upon tort, contract, strict liability, or otherwise, including legal fees and court costs, made by any person for accidents, injuries, or losses arising from the modifications undertaken by the Foundation.

8. The City will allow the Foundation to construct the proposed improvements provided that the design meets with local, state, and federal regulations, including the specifications of the American Association of State Highway and Transportation Officials Roadside Design Guide. Approval and/or permits will not be unreasonably withheld or delayed.

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Upon termination of this Memorandum of Understanding, the Foundation shall remove its improvements from the roads, bridges and right-of-way and return the aforementioned to its original state. If the Foundation refuses to do so, then the City may remove the improvements and invoice the Foundation for costs incurred, which shall be paid by the Foundation within thirty (30) days. The Foundation shall continue to insure and indemnify the City after termination of this Memorandum of Understanding for a period of three (3) years and for as long as its improvements are present following termination.

13. **Notice.** Any notice required under this Memorandum of Understanding will be in writing, addressed to the appropriate party and given personally, by registered or certified mail postage prepaid. All notices shall be effective upon the date of receipt. The following individuals have been designated agents for the respective parties:

**FOUNDATION:**

Dana Robertson, Executive Director  
Post Office Box 12255  
Jackson, Mississippi 39236-2255

**CITY OF JACKSON:**

Robert K. Miller, Director  
Department of Public Works  
Post Office Box 17  
Jackson, Mississippi 39205

**WITH A COPY TO:**

Sharon D. Gipson, City Attorney  
Office of the City Attorney  
Post Office Box 2779  
Jackson, Mississippi 39207

14. **Headings.** The section headings in this Memorandum are inserted only for convenience and are not to be construed as part of this Memorandum of Understanding or as a limitation of the scope of the particular section to which the heading refers. The Parties agree that this Memorandum of Understanding should be fairly interpreted in accordance with its terms and conditions and not for or against either Party regardless of which Party was primarily responsible for the drafting of this Memorandum of Understanding.

15. **Severance Clause.** If any provision of this Memorandum of Understanding or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Memorandum of Understanding shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

16. **Independent Entities.** Each Party will perform its duties under this Memorandum of Understanding as an independent entity. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Memorandum of Understanding will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Memorandum of Understanding will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17. **Waiver.** Failure or delay by either Party to exercise a right or power under this Memorandum of Understanding will not be a waiver of the future exercise of such right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the

waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

18. **Severability.** If a court of competent jurisdiction renders any part of this Memorandum of Understanding invalid or unenforceable, that part will be severed and the remainder of this Memorandum of Understanding will continue in full force and effect.

19. **Entire Agreement.** This Memorandum of Understanding contains the entire and final agreement of the Parties and all prior negotiations and agreements are integrated and merged herein. Neither Party nor its agents has made any representations except those expressly set forth herein.

20. **Compliance with all Applicable Laws.** Each Party will comply with all applicable federal, state and local laws.

21. **Governing Law.** This Memorandum of Understanding shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, duly authorized representatives of the Parties hereby execute and approve this Memorandum of Understanding effective as of the latest date set forth below:

THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION,  
a Mississippi non-profit corporation

By: Dana F. Robertson  
Dana Robertson  
Executive Director  
PO Box 12255  
Jackson, Mississippi 39236-2255

Date: August 21, 2018

THE CITY OF JACKSON, MISSISSIPPI

By: Chokwe Antar Lumumba  
Chokwe Antar Lumumba, Mayor  
City of Jackson, Mississippi

Date: 10/16/18

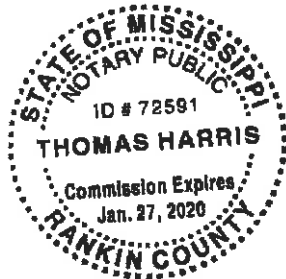
Attested: Kristi Moore  
Kristi Moore, City Clerk

STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Dana Robertson, who acknowledged that she signed, sealed and executed that above instrument, to the City of Jackson, on the day and year therein mentioned, as her free and voluntary act, for the purposes therein expressed.

Given under my hand and official seal, this the 21<sup>st</sup> day of August, 2009.

*TH*  
NOTARY PUBLIC



**ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)**

OFFICE OF THE CLERK OF SUPERIOR COURT  
2019-03-03

**WHEREAS**, the Department of Public works needs to reimburse the one percent infrastructure sales tax fund (173) for providing the matching funds for Lynch Creek Drainage Improvements in the amount of \$643,996.00 within the adoption of the Fiscal Year 2019-2020 budget; and;

**WHEREAS**, the Fiscal Year 2019-2020 budget must be revised to reimburse the one percent infrastructure sales tax fund (173) for providing the matching funds for the Lynch Creek Drainage Improvements; and

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

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	213-451907B50034016485	(\$250,000.00)
From	214-451904B50095016485	(\$393,996.00)
To	173-451355B50095016485	\$643,996.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2019-2020 budget be revised in the amount of \$643,996.00 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	213-451907B50034016485	(\$250,000.00)
From	214-451904B50095016485	(\$393,996.00)
To	173-451355B50095016485	\$643,996.00

Item: #41  
Date: 3-3-20  
By: Miller, Lumumba



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 25, 2020**

<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 REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)</b>			
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7			
3.	<b>Who will be affected</b>	All Wards			
4.	<b>Benefits</b>	Drainage Infrastructure			
5.	<b>Schedule (beginning date)</b>	Complete			
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All Wards			
7.	<b>Action implemented by:</b> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.			
8.	<b>COST</b>	(2)	\$643,996.00		
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	From	213-451907B50034016485	(\$250,000.00)	
		From	214-451904B50095016485	(\$393,996.00)	
		To	173-451355B50095016485	\$643,996.00	
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____ no _____ N/A _____
		AABE	_____ %	WAIVER	yes _____ no _____ N/A _____
		WBE	_____ %	WAIVER	yes _____ no _____ N/A _____
		HBE	_____ %	WAIVER	yes _____ no _____ N/A _____
		NABE	_____ %	WAIVER	yes _____ no _____ N/A _____

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Robert K. Miller  
Director  
**Date:** February 25, 2020  
**Subject:** Agenda Item for City Council Meeting



Attached you will find an item requesting a budget revision to reimburse the one percent sales tax (173) monies for the Lynch Creek Drainage Improvements.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

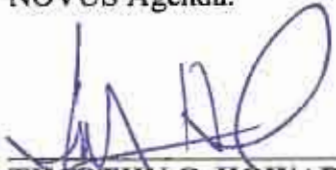
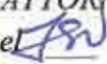
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2-25-2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER REVISING THE FISCAL YEAR 2019-2020 BUDGET OF THE DEPARTMENT OF PUBLIC WORKS (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

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

2/25/20  
DATE

Item: #42  
Date: 3-3-20  
by: Miller, Lumumba

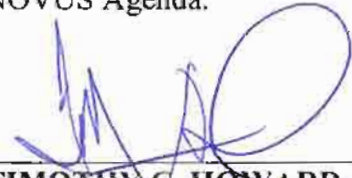
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
GCW  
3-3-20  
2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE CONGRESS STREET "BETWEEN PEARL STREET AND PASCAGOULA STREET" BRICK PAVEMENT REPAIR PROJECT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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

2/24/20

DATE



**City of Jackson  
Department of Public Works**

**To:** Honorable Mayor Chokwe Lumumba

**From:** Robert K. Miller, Director  
Department of Public Works

**Date:** February 18, 2020

**Agenda Item:** **ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE CONGRESS STREET "BETWEEN PEARL STREET AND PASCAGOULA STREET" BRICK PAVEMENT REPAIR PROJECT (WARD 7)**

**Item #:** xxx

**Council Meeting:** Regular Council Meeting, March 3, 2020

**Consultant/Contractor:** GCW Pavement Services, LLC

**EBO:** In compliance

**Purpose:** To repair the brick pavement within Congress Street.

**Cost:** \$8,730.00

**Project/Contract Type:** **Repair Contract: Congress Street Brick Pavement Repair Project.**

**Funding Source:** General Fund - 001.451.25.6485

**Schedule/Time:** Upon City Council Approval

**DPW Manager:** James Caldwell

**Background:** Contractor shall provide all materials, equipment, and labor necessary to repair the brick pavement on Congress Street.

OFFICE OF THE CITY CLERK  
2-21-2020  
[Signature]

**ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE CONGRESS STREET "BETWEEN PEARL STREET AND PASCAGOULA STREET" BRICK PAVEMENT REPAIR PROJECT (WARD 7)**

**WHEREAS**, the City of Jackson solicited seal competitive bids from two contractors, GCW Pavement Services, LLC and Donaldson Construction, Inc. to supply equipment and labor necessary to repair the pavement bricks on Congress Street; and

**WHEREAS**, the bid received from GCW Pavement Services, LLC in an amount not to exceed \$8,730.00 was the lowest bid and met the specifications; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept the bid of GCW Pavement Services, LLC as the lowest and best bid.

**IT IS, THEREFORE, ORDERED** that the bid of GCW Pavement Services, LLC, in an amount not to exceed \$8,730.00, is accepted as the lowest and best bid for the Congress Street Brick Pavement Repair Project consistent with the bid solicitation.

ITEM # 42  
DATE: 3-3-20  
BY: **MILLER, CALDWELL, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 18, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>				
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE BID OF GCW PAVEMENT SERVICES, LLC FOR THE CONGRESS STREET "BETWEEN PEARL STREET AND PASCAGOULA STREET" BRICK PAVEMENT REPAIR PROJECT (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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life				
3.	<b>Who will be affected</b>	All residents on Congress Street				
4.	<b>Benefits</b>	Street Infrastructure				
5.	<b>Schedule (beginning date)</b>	Scheduled Date following City Council Approval				
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 Ward7.				
7.	<b>Action implemented</b> <input checked="" type="checkbox"/> ▪ <b>City Department</b> ▪ <b>Consultant</b>	This project was implemented by the Infrastructure Management Division.				
8.	<b>COST</b>	20 Not to exceed \$8,730.00				
9.	<b>Source of Funding</b> <input checked="" type="checkbox"/> ▪ <b>General Fund</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	Account No. 001-451-25-6485				
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____

File Edit Action Tools Admin Help



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

Expense Account #

Actuals:	Entered	Approved	Proofed

Commitments:  
Total:

Posting from Job Costing:

Budgeting  Miscellaneous

Budget Carry Forward P.O.

Amount:	Ver	Ver	Ver
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Remaining:		<input type="text" value="20101"/>	<input type="text" value="29,612.00"/>
			<input type="text" value="29,612.00"/>





## Proposal and Contract



**Pavement Services, LLC**  
**Specialize in Asphalt Overlaying & Striping**

**Over 25 Years' Experience**

**Asphalt Patching**  
**Sealcoating**

<b>Proposal Submitted To:</b> City of Jackson	<b>Phone:</b> 601-960-1168	<b>Date:</b> 01/09/2020
<b>Street:</b> 200 S President Street	<b>Job Name:</b> City of Jackson Congress St. between Pearl St. and Pascagoula St.	
<b>City, State, and Zip Code:</b> Jackson, MS 39201	<b>Job Location:</b> Jackson, MS	

We hereby submit specifications and estimates for: **Street Maintenance / Install Street Bricks**

GCW Pavement Services offer to furnish labor, materials and equipment required for the performance and scope of services.

Procedure: On Congress St. between Pearl St. and Pascagoula St reinstall street pavement bricks at utility cuts.

We propose hereby to furnish material and labor – complete in accordance with above specifications. For the cash price of: **(\$8,730.00)**

Payment to be made as follows: **100% of payment due upon completion (\$8,730.00)**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. In the event this contract shall be defaulted, and placed with an attorney for collections, then the client agrees to pay all reasonable attorney fees and costs of collection. Payments not made within (10) days of due date shall be subject to as late charge of twenty-five percent (25%) of said payment. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Authorized

Signature *General Williams*

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

We appreciate the opportunity to serve your business needs, if you wish to accept this proposal and contract please sign, copy and return.



GCWPAVE-01

MMCCOY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Gulf South 300 Concourse Boulevard, Suite 300 Ridgeland, MS 39157	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(601) 607-5500</b> FAX (A/C, No): <b>(601) 707-2070</b> E-MAIL ADDRESS: _____														
<b>INSURED</b>  GCW Pavement Services, LLC 2826 Ridgeland Drive Jackson, MS 39212	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C : Ohlo Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Maxum Indemnity Company	26743	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : Ohlo Casualty Insurance Company	24074	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BDG303765501	5/6/2019	5/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 OTHER \$ _____
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						
	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB8K9562531942	6/4/2019	6/4/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Equipment Floater		BMO59382934	12/12/2018	12/12/2019	Rented or Leased    100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  GCW Pavement Services, LLC 2826 Ridgeland Drive Jackson, MS 39212	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

Donaldson Construction Inc

5760 I-55 N. Frontage Rd

Suite 250

Jackson, MS 39211

# Estimate

Date	Estimate #
1/17/2020	20200118

Name / Address
City of Jackson 219 S President St Jackson, MS 39205

Project
S Congress Brick Re...

Description	Total
1. Remove and replace bricks on S Congress St 2. Install existing bricks on site and additional bricks, as needed 3. Includes all equipment, materials and labor	21,977.00
<b>Total</b>	<b>\$21,977.00</b>

Phone #
769.235.4488

E-mail
Info@DonaldsonIncorporated.com



DONACON-01

DFLOYD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> SouthGroup Jackson 2 5760 I-55 N., Suite 200 Jackson, MS 39211	<b>CONTACT NAME:</b> Dale Floyd <b>PHONE (A/C, No., Ext):</b> (601) 398-3689 <b>E-MAIL ADDRESS:</b> dale.floyd@southgroup.net	<b>FAX (A/C, No.):</b> (601) 398-0901
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Donaldson Construction, Inc. 5760 I-55 North Suite 250 Jackson, MS 39211	<b>INSURER A:</b> Builders Mutual Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	CPP007081603	4/3/2019	4/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP002946303	4/3/2019	4/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$		X	MUB000042702	4/3/2019	4/3/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP104530503	5/22/2019	5/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE -EA EMPLOYEE \$ 500,000 E.L. DISEASE -POLICY LIMIT \$ 500,000
A	Equipment Floater			CPP007081603	4/3/2019	4/3/2020	Leased/Rented Eqpt 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Jackson is included as Additional Insured with respect to General Liability when required by a written signed contract  
 Percy and Shannon Donaldson are excluded under Workers Compensation as Officers.

## CERTIFICATE HOLDER

## CANCELLATION

City of Jackson 219 S President St. Jackson, MS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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OFFICE OF THE CITY CLERK  
2-7-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC., FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(054) LPA/108164 (WARDS 1 & 7)**

**WHEREAS**, the City of Jackson made application for and received \$967,818.00 in FAST Act federal transportation alternative funds through the Jackson MPO to make sidewalk improvements on selected streets to meet Americans with Disabilities Act standards and connect sections of disconnected sidewalks, with a required minimum 25% match; and

**WHEREAS**, the City of Jackson selected Myriad Engineering Solutions, LLC to perform necessary preliminary engineering services for the project; and

**WHEREAS**, Myriad Engineering Solutions, LLC has provided a cost estimate of \$128,845.44 to provide preliminary engineering services for the project.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to execute a preliminary engineering services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, Federal Aid Project No. STP-0250-00(054) LPA/108164, for an amount not to exceed \$128,845.44.

Item#:           #43            
Agenda:           3-3-20            
By: Miller, Williams, Lee, Lumumba

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

**February 4, 2020**  
DATE

OFFICE OF THE CITY CLERK  
CITY OF HOUSTON, TEXAS

POINTS		COMMENTS
1.	<b>Brief Description</b>	Order authorizing the Mayor to execute a preliminary engineering services contract with Myriad Engineering Solutions for the FAST Act Sidewalk Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, 7
3.	<b>Who will be affected</b>	Residents and pedestrians along the streets below.
4.	<b>Benefits</b>	Provide preliminary engineering services for a federal aid transportation alternatives project
5.	<b>Schedule (beginning date)</b>	After City Council approval.
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	County Line Rd (Ridgewood Rd to former Toys R Us) (Ward 1) Gallatin St at South St (Ward 7) Lamar St (Fortification St to Fairbanks St) (Ward 7) Marshall St/Webster St (Loop off of State St) (Ward 7) Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1) President St (Tombigbee St to Mississippi St) (Ward 7)
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Public Works Department, Engineering Division
8.	<b>COST</b>	Not to exceed \$128,845.44
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"/>	Fund 148
10.	<b>EBO participation</b>	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert K. Miller  
Director

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

**Date:** February 4, 2020

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project.

The City of Jackson submitted four application packages for regional transportation alternatives construction funds from the FAST Act. The streets were selected based on the need to address ADA deficiencies on or adjacent to streets recently resurfaced by the City, and packaged based on equalizing the projected construction cost for each package submitted. The City initially received an award for one package, but subsequently received a second award after another city returned their awarded funds. The two packages awarded were:

**Package #1**

County Line Rd (Ridgewood Rd to former Toys R Us) (Ward 1)  
Gallatin St at South St (Ward 7)  
Lamar St (Fortification St to Fairbanks St) (Ward 7)  
Marshall St/Webster St (Loop off of State St) (Ward 7)

**Package #2**

President St (Tombigbee St to Mississippi St) (Ward 7)  
Old Canton Rd (Ridgewood Rd to Canton Heights Dr) (Ward 1)

The City selected Myriad Engineering Solutions LLC for the necessary preliminary engineering work for this project. The amount of the preliminary engineering services contract will not exceed \$128,845.44.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney



455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-4790  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2-2-20  
2020-02-02  
10:00 AM

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(54) LPA/108164 (WARDS 1 AND 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE



**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2/FINAL TO THE CONTRACT OF PAVECON, LTD, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CITY OF JACKSON ADA IMPROVEMENTS PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(046)LPA/103924, CITY PROJECT NUMBER 31500-905 (WARDS 1, 5 & 7)**

CITY OF JACKSON  
3-21-2020  
MAYOR

**WHEREAS**, the City of Jackson received bids on June 5, 2018, for the construction of the City of Jackson ADA Improvements Project with Pavecon Ltd. being the lowest and best bidder; and

**WHEREAS**, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel on August 15, 2019, with a partial release from maintenance issued on August 29, 2019, and a full release of maintenance issued October 21, 2019, after growth and coverage of grass was established; and the Surety, Western Surety Company, has authorized release and payment of all monies due under this contract; and

**WHEREAS**, the final payment of \$21,533.25 results in a final project cost of \$315,938.46 a decrease of \$80,495.95 due to underrun of various quantities, as well as liquidated damages; and

**WHEREAS**, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute Change Order #2/Final to the contract of Pavecon, Ltd., which results in a contract amount decrease of \$315,938.46, and to issue final payment in the amount of \$21,533.25 to said contractor.

**IT IS FURTHER ORDERED** that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the City of Jackson ADA Improvements Project, Federal Aid Project Number STP-0250-00(046)LPA/103924, City Project Number 31500-905.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

ITEM \_\_\_\_\_ #44  
AGENDA \_\_\_\_\_ 3-3-20  
BY: MILLER, WILLIAMS, LEE, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**      February 12, 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 final payment and notice of completion for the City of Jackson ADA Improvements Project
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4 Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	<b>Who will be affected</b>	Pedestrians on sidewalks on selected streets
4.	<b>Benefits</b>	Closes the contract
5.	<b>Schedule (beginning date)</b>	Project complete
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	1. Claiborne Avenue from St Charles Street to Macy Avenue (Ward 5) 2. Ridgewood Road from Sheffield Drive to Parham Bridges Park (Ward 1) 3. Jefferson Street from High Street to Carlisle Street (Ward 7)
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/>  ■ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	<b>COST</b>	Final Payment of \$21,533.25 Final Contract Amount \$315,938.46 (\$80,495.95 Reduction)
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"/>	FHWA Earmark (100%)  216 44890 31500905 6485
10.	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A _____ AABE _____%    WAIVER    yes ___ no ___    N/A _____ WBE _____%    WAIVER    yes ___ no ___    N/A _____ HBE _____%    WAIVER    yes ___ no ___    N/A _____ NABE _____%    WAIVER    yes ___ no ___    N/A _____

Revised 2-04



**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert K. Miller  
Director, Department of Public Works

**Date:** February 12, 2020

**Subject:** Agenda Item for City Council Meeting

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

Attached you will find an item to close out the City of Jackson ADA Improvements Project. The item authorizes the Mayor to execute Change Order #2/Final to the contract with Pavecon, Ltd., authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project rectified an FHWA complaint about the lack of handicap ramps that should have been constructed as part of City-funded resurfacing projects on Jefferson Street in Belhaven Heights and on Ridgewood Road across from Jackson Academy. The City also received FHWA approval to include ADA improvements along a previously resurfaced section of Claiborne Avenue between St Charles Street and Macy Street near Pecan Park Elementary School.

The project as bid has been completed with an underrun of \$80,495.95 due to an underrun of extra quantities included in the project to account for unforeseen things that could have been discovered during construction. The underrun also accounts for 146 days' worth of liquidated damages charged due to an overrun of contract time.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

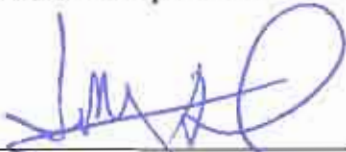
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1779  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2/24/20

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2/FINAL TO THE CONTRACT OF PAVECON, LTD AUTHORIZING FINAL PAYMENT AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE CITY OF JACKSON ADA IMPROVEMENTS PROJECT, FEDERAL AID PROJECT NUMBER STP-250-00(046)LPA/103924, CITY PROJECT NUMBER STP-0250-00(046)LPA/103924, CITY PROJECT NUMBER 31500-905 (WARDS 1,5,7) is legally sufficient for placement in NOVUS Agenda.



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

*2/24/20*

DATE

OFFICE OF THE CITY ATTORNEY  
2/16/20  
TCF  
CCF

**AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MURPHY'S DEVELOPMENT, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES**

**WHEREAS**, by Council Order dated October 15, 2019, found at Minute Book 6-Q; pages 91-92, the Mayor was authorized to execute a contract between the City of Jackson and Multi-Con, LLC for the use of 2018 Community Development Block Grant (CDBG) funds to implement limited housing repair activities on one (1) qualifying unit and to commence work; and

**WHEREAS**, Multi-Con, LLC was the lowest and best bidder for the rehabilitation of one (1) unit on the list of homes scheduled to receive limited housing repair activities and will be required to enter into HUD approved contract agreements with the City of Jackson to perform Limited Housing Rehabilitation activities for low to moderate income households; and

**WHEREAS**, the City awarded a contract to Multi-Con, LLC to perform limited housing repair activities subject to completion and acceptance of the appropriate environmental evaluations; and

**WHEREAS**, Multi-Con, LLC submitted a bid and was awarded the contract to commence work on 1824 East Drive, as shown in the acceptance of bid documentation and by scribblers' error, 1834 East St. was listed as the one (1) unit in need of repair instead of 1824 East Drive in the previous October 15, 2019 council order; and

**IT, IS THEREFORE, ORDERED** that the City Council of the City of Jackson hereby amends the prior Order approved on October 15, 2019 and found at Minute Book 6-Q; Pages 91-92, and ratifies the Mayor's execution of any and all documents necessary to enter into an Agreement with Multi-Con, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of 1824 East Drive and that the property chart be amended to reflect the correct address that was bid on, and award contract accordingly. The contractor, bid amount, and unit address is as follows:

Multi-Con, LLC

1824 East Drive \$32,486.00

Item Number #45  
Date 3-3-20  
By: Hillman, Lumumba

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

**DATE: 11/29/2016**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MURPHY'S DEVELOPMENT, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES</b>
2.	<b>Purpose</b>	Provide limited rehabilitation services low- and moderate-income families who own and reside in their properties. The majority of the applicants are elderly residents over the age of 62.
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	This project helps residents make necessary repairs that improve the affordability, livability, health, and safety of their homes.
5.	<b>Schedule (beginning date)</b>	March 2020
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	City of Jackson
7.	<b>Action implemented by:</b> <b>City Department</b> <u>  X  </u> <b>Consultant</b> _____	Department of Planning Office of Housing & Community Development.
8.	<b>COST</b>	\$32, 486.00 CDBG funds
9.	<b>Source of Funding</b> <b>General fund</b> _____ <b>Grant</b> <u>  X  </u> <b>Bond</b> _____ <b>Other</b> _____	085-845.10-6485
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ yes _____ no _____ <b>N/A</b> _____

## OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

### MEMORANDUM

**TO:** Mayor Chokwe Lumumba

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

**CC:** Jordan Hillman, Director, Department of Planning

**DATE:** February 7, 2020

**RE:** Agenda Item for February 18, 2020 City Council Meeting

The Office of Housing and Community Development is preparing to begin rehabilitation activities for the CDBG funded Limited Repair Program. To date, there are approximately 60 persons approved for services from the over 400 application received. The six approved contractors were asked to complete a walk through with OHCD staff and provide cost estimates on two (2) units on the list of homes scheduled to receive limited housing repair activities. This order is to amend the previous order approved on October 15, 2019 to proceed with contracts for various contractors for the use of 2018 CDBG funding to implement limited repair activities. On Bids for 515 North Park Dr. was accepted. Murphy's Development was notified as the lowest and best bidder, and was awarded to the aforementioned contractor.

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

Two items are attached for your review and approval: (1) the amended agenda item authorizes the Mayor to execute contracts for the use of 2015 Community Development Block Grant (CDBG) funds based upon the recommendations of OHCD staff; and (2) a summary of the bids provided by the approved contractors.

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

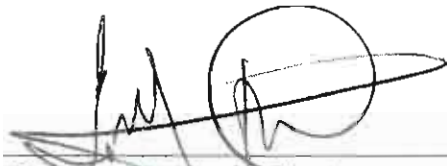
Office of the City Attorney

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  
708  
2/10/20  
CCG

## OFFICE OF THE CITY ATTORNEY

This AMENDED ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MURPHY'S DEVELOPMENT, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES is legally sufficient for placement in NOVUS Agenda.



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

2/10/20  
\_\_\_\_\_  
Date

Chandra Gayten, Deputy City Attorney CCG



OFFICE OF THE CITY CLERK  
2-21-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL) SEWER EMERGENCY REPAIR (WARD 7)**

**WHEREAS**, the City of Jackson ratified an emergency construction contract with Utility Constructors, Inc, on February 4, 2020 for the Old Canton Road (St. Andrews Lower School) Sewer Emergency Repair in an amount not to exceed \$36,650.00; and

**WHEREAS**, a portion of the sewer main collapsed within the Old Canton Road right-of-way adjacent to St. Andrews Lower School; and

**WHEREAS**, Utility Constructors, Inc, started the work and discovered additional linear footage of the sewer main had collapsed increasing the materials and labor cost to repair the work; and

**WHEREAS**, the original executed contract amount was \$36,650.00 and the increased contract amount is \$55,100.00; and

**WHEREAS**, the Department of Public works recommends approval of Change Order No. 1 by increasing the approved contract amount from \$36,650.00 to \$55,100.00; and

**WHEREAS**, the Department of Public works recommends approval of final payment Utility Constructors, Inc., in the amount of \$55,100.00; and

**WHEREAS**, the bonding company SureTec Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 1/Final to the Construction Contract with Utility Constructors, Inc., increasing the contract amount by \$18,450.00 to final contract amount of \$55,100.00 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$55,100.00 and release all securities held to Utility Constructors, Inc., for all the work completed and materials furnished under this contract and the City Clerk publish the Notice of Completion of the Old Canton Road (St. Andrews Lower School) Sewer Emergency Repair.

ITEM #           #46            
DATE:           3-3-20            
BY: **WILLIAMS, CARTER, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 11, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>		
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL) SEWER EMERGENCY REPAIR (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>	Residents on Old Canton Road		
4.	<b>Benefits</b>	Sewer Infrastructure		
5.	<b>Schedule (beginning date)</b>	Completed		
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 7, Old Canton Road		
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>	Original Contract Amount \$36,650.00 Increased Contract Amount \$55,100.00		
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"/>	1% Sales Tax Fund 173		
10.	<b>EBO participation</b>	ABE _____%      WAIVER    yes ___ no ___      N/A _____ AABE _____%    WAIVER    yes ___ no ___      N/A _____ WBE _____%      WAIVER    yes ___ no ___      N/A _____ HBE _____%      WAIVER    yes ___ no ___      N/A _____ NABE _____%     WAIVER    yes ___ no ___      N/A _____		

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert K. Miller  
Director

**Date:** February 11, 2020

**Subject:** Agenda Item for City Council Meeting



Attached you will find an item requesting authorization to execute Change Order No. 1/Final to the construction contract with Utility Constructors, Inc, for the Old Canton Road (St. Andrews Lower School) Emergency Sewer Repair. The Contractor (Utility Constructors, Inc.) repaired additional linear footage of the collapsed sewer main. The original approved contract was for \$36,650.00, and the increased contract amount is \$55,100.00.

Public Works recommends approval of this agenda item authorizing final payment to the contractor in an amount not to exceed \$55,100.00. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

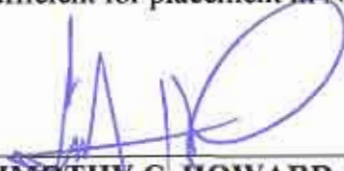
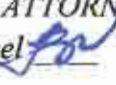
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

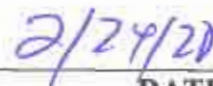
OFFICE OF THE CITY ATTORNEY  
362  
2/24/2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL) SEWER EMERGENCY REPAIRS (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_  
DATE

**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS  
INC. FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL)  
SEWER EMERGENCY REPAIR (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
1-23-20  
[Signature]

**WHEREAS**, a portion of a sewer main collapsed within the Old Canton Road right-of-way; and

**WHEREAS**, the collapse resulted in the discharge of raw sewage onto the St. Andrews Lower School Parking Lot and has creating an environmental, human health, and public safety issue for those attending the school; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, 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 has been executed with Utility Constructors, Inc, in an amount not to exceed \$36,650.00 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.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$36,650.00 without further authorization of the governing authorities for repairs to a collapsed sewer main in the right-of-way of Old Canton Road is ratified.

BY: MILLER, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**January 10, 2020**

<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 UTILITY CONSTRUCTORS, INC. FOR THE OLD CANTON ROAD (ST. ANDREWS LOWER SCHOOL) SEWER EMERGENCY REPAIR (WARD 7)</b>																																													
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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 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>	Cost: \$35,650.00																																													
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	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



**Agenda Item:** Old Canton Road (St. Andrews Lower School) Sewer Emergency Repair

**Item #:**

**Council Meeting:** Regular Council Meeting, January 21, 2020

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair

**Cost:** \$35,650.00

**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 Utility Constructors, Inc, for the Old Canton Road (St. Andrews Lower School) 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.

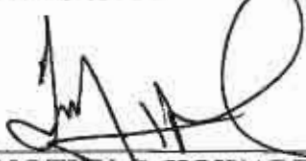
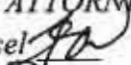
Office of the City Attorney

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  
NOV 23 2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE OLD CANTON ROAD (ST. ANDREW'S LOWER SCHOOL) SEWER EMERGENCY REPAIR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

\_\_\_\_\_  
11/24/20  
DATE



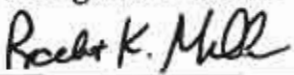
**DECLARATION OF EMERGENCY  
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

**I. REQUEST**

The City of Jackson has three separate sewer main collapses located on Kings Highway, Bell Street & Old Canton Road (St. Andrews Lower Middle School). The collapse of the sewer mains at each location is causing raw sewer to enter into storm inlets flowing into the Pearl River. The City of Jackson Maintenance crews cannot perform the required repairs. The sewer maintenance crews do not have the manpower or equipment to repair the collapsed sewer mains. The Department of Public Works request this emergency be invoked to help repair the sewer mains including other sewer collection system appurtenances associated with the repair. The result of the collapsed sewer mains has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 10 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sewer mains and restore the sanitary sewer collection system. The Department of Public Works will use one percent sewer emergency funds to compensate the contractors.

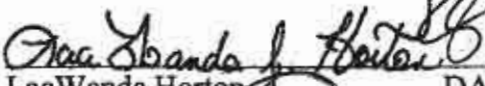
Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the collapsed sewer mains, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.


 <sup>cw</sup>  
\_\_\_\_\_  
ROBERT K. MILLER  
Director of Public Works

12/26/19  
\_\_\_\_\_  
DATE


**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
LaaWanda Horton  
Director of Administration

12/26/19  
\_\_\_\_\_  
DATE

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

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

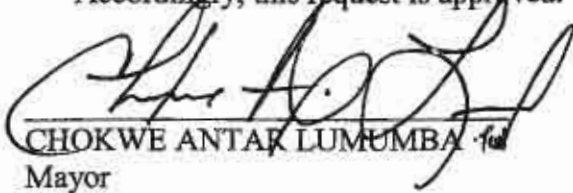
  
\_\_\_\_\_  
ROBERT BLAINE, PhD  
Chief Administrative Officer

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

### III. DECLARATION OF EMERGENCY

I hereby determine that the three sewer main collapses constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into contracts to repair the collapsed sanitary sewer mains, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

  
CHOKWE ANTAR LUMUMBA  
Mayor

1/13/2020  
DATE

# MEMORANDUM

Department of Public Works  
(601) 960-2090



**TO:** Robert K. Miller, Director  
Department of Public Works

**FROM:** Charles E. Williams Jr., P.E., PhD, City Engineer  
William Miley, Utilities Manager  
Department of Public Works

*Charles E. Williams Jr.*  
12/26/19

**CC:** Erica, Thomas, Public Works Fiscal Officer

**DATE:** December 26, 2019

**RE:** Collapsed Sanitary Sewer Mains: (Kings Highway, Bell Street, and Old Canton Road (Saint Andrew Lower Elementary School))

---

The City of Jackson has three separate sewer main collapses located on Kings Highway, Bell Street & Old Canton Road (St. Andrews Lower Middle School). The collapse of the sewer mains at each location is causing raw sewer to enter into storm inlets flowing into the Pearl River. The City of Jackson Maintenance crews cannot perform the required repairs. The sewer maintenance crews do not have the manpower or equipment to repair the collapsed sewer mains. The Department of Public Works request this emergency be invoked to help repair the sewer mains including other sewer collection system appurtenances associated with the repair. The result of the collapsed sewer mains has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 10 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sewer mains and restore the sanitary sewer collection system. The Department of Public Works will use one percent sewer emergency funds to compensate the contractors.

The City does not have the personnel or equipment to adequately repair the collapsed sanitary sewer mains in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a replacement contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

# UTILITY CONSTRUCTORS, INC.

Utility & Commercial Contractors

## INVOICE

1/27/2020

Job Name: SEWER REPAIR EMERGENCY AT ST. ANDREW'S LOWER MIDDLE SCHOOL  
Location: JACKSON, MS

ITEM	ITEM DESCRIPTION	EST QNTY	UNIT	UNIT PRICE	BID TOTAL
				BID	
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
2	NORMAL CLEANING - 8 IN SEWER	200	LF	\$ 10.00	\$ 2,000.00
3	TV INSPECTION OF 8 IN SEWER	200	LF	\$ 10.00	\$ 2,000.00
4	BYPASS SETUP & REMOVE FOR EACH 6" PUMP	1	EA	\$ 4,000.00	\$ 4,000.00
5	BYPASSING FOR EACH 6" PUMP (RUNTIME)	50	RT/HR	\$ 30.00	\$ 1,500.00
6	6" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF/ 3 DAY	\$ 5.00	\$ 1,500.00
7	8 IN SEWER POINT REPAIR 6" - 10" DEEP < 20' LV INCLUDING BEDDING	2	EA	\$ 10,000.00	\$ 20,000.00
8	TRAFFIC CONTROL - FLAGMEN	50	HR	\$ 45.00	\$ 2,250.00
9	TRAFFIC CONTROL - SIGNS	2800	SF/ 3 DAY	\$ 1.00	\$ 8,400.00
10	TRAFFIC CONTROL - BARRELS	100	EA	\$ 10.00	\$ 1,000.00
11	TRAFFIC CONTROL SETUP	1	EA	\$ 1,500.00	\$ 1,500.00
12	TRAFFIC CONTROL REMOVAL	1	EA	\$ 1,000.00	\$ 1,000.00
13	SELECT BACKFILL - DIRT	30	CY	\$ 50.00	\$ 1,500.00
14	FERTILIZATION, SEEDING & MULCHING	100	SY	\$ 1.00	\$ 100.00
15	MISC. CONCRETE	1	CY	\$ 500.00	\$ 500.00
16	REMOVE EXISTING ASPHALT	22	SY	\$ 50.00	\$ 1,100.00
17	ASHPALT BASE COURSE	5	TONS	\$ 200.00	\$ 1,000.00
18	ASHPALT SURFACE	2.5	TONS	\$ 300.00	\$ 750.00

**TOTAL \$ 55,100.00**

THANK YOU!

TERRY LOVELACE



# SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

## CONSENT OF SURETY TO FINAL PAYMENT

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

BOND NO.: 4431790

**TO OBLIGEE:**

*(Name and Address)*

City of Jackson  
P O Box 17, Jackson, MS

**CONTRACT FOR:**

Sewer Repair Emergency at St Andrew's  
Lower Middle School, City of Jackson

**PROJECT:**

*(Name and Address)*

Sewer Repair Emergency at St Andrew's Lower  
Middle School, City of Jackson

**CONTRACT DATED:**

**PRINCIPAL:**

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 2103 CityWest Blvd, Suite 1300, Houston TX 77042, Surety

on bond of

*(Insert name and address of Contractor)*

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

*(Insert name and address of Obligee)* City of Jackson, P O Box 17, Jackson, MS 39205

, OBLIGEE,

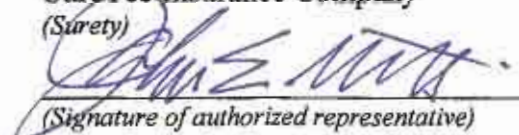
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 28, 2020

*(Insert in writing the month followed by the numeric date and year.)*

SureTec Insurance Company

*(Surety)*



*(Signature of authorized representative)*

John E. Marchetti

, Attorney-in-Fact

*(Printed name and title)*

Attest:

(Seal):

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 8<sup>th</sup> day of February, A.D. 2019.

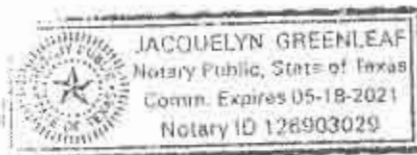
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., CEO

State of Texas ss:  
County of Harris



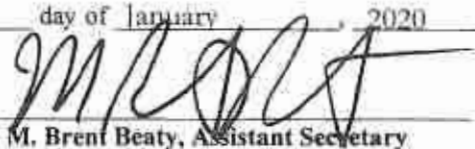
On this 8<sup>th</sup> day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 28<sup>th</sup> day of January, 2020, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

**TO OWNER:**

*(Name and address)*

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

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** Old Canton Road at St. Andrews Lower Middle School  
Emergency Main Collapse

**PROJECT:**

*(Name and address)*

Old Canton Road at St. Andrews Lower Middle School  
Emergency Main Collapse

**CONTRACT DATED:** December 30, 2019

STATE OF: **MS**  
COUNTY OF: **Hinds**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: **None**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- 1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** Utility Constructors, Inc.  
*(Name and address)* P.O. Box 13627  
Jackson, MS 39236

**BY:**

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this 8th day of 2020

Notary Public

My Commission Expires: 8-12-2020



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*January 27, 2020*

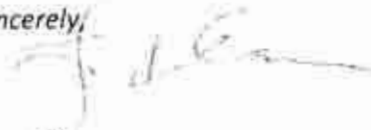
Dr. Charles Williams  
City of Jackson, Public Works Department  
200 South President Street  
Jackson, MS 39205

*Reference: Warranty of Work – Old Canton Road at St. Andrews Lower Middle School  
Emergency work main collapse*

*Utility Constructors, Inc. hereby guarantees all work performed by us on the above referenced project, as of this day, to be free from defective materials and workmanship for a period of one (1) year or such period of time as described in the contract documents.*

*This warranty does not include excessive wear and tear or use under abnormal conditions.*

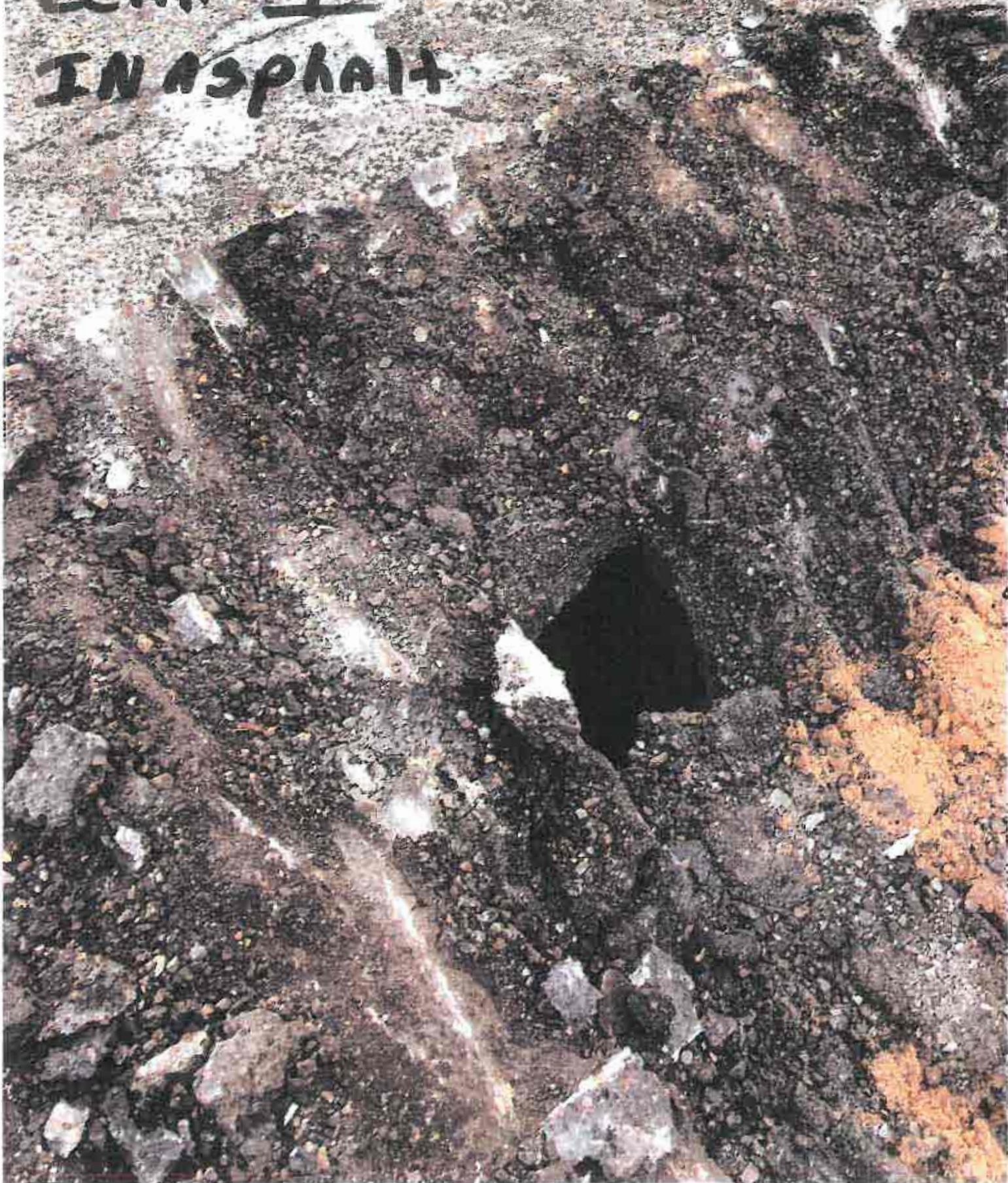
*Sincerely,*



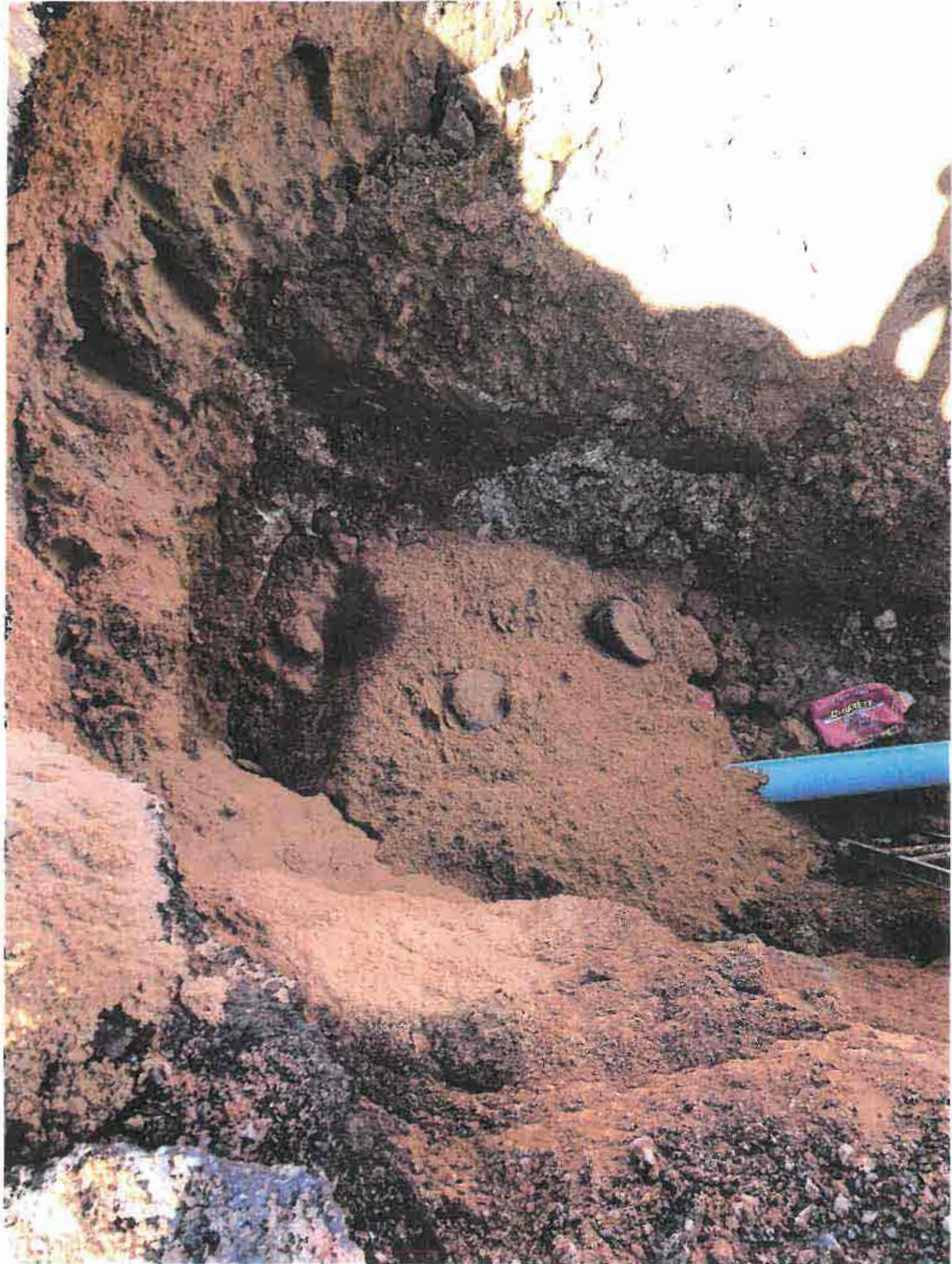
*Terry N. Lovelace  
President/UCI*



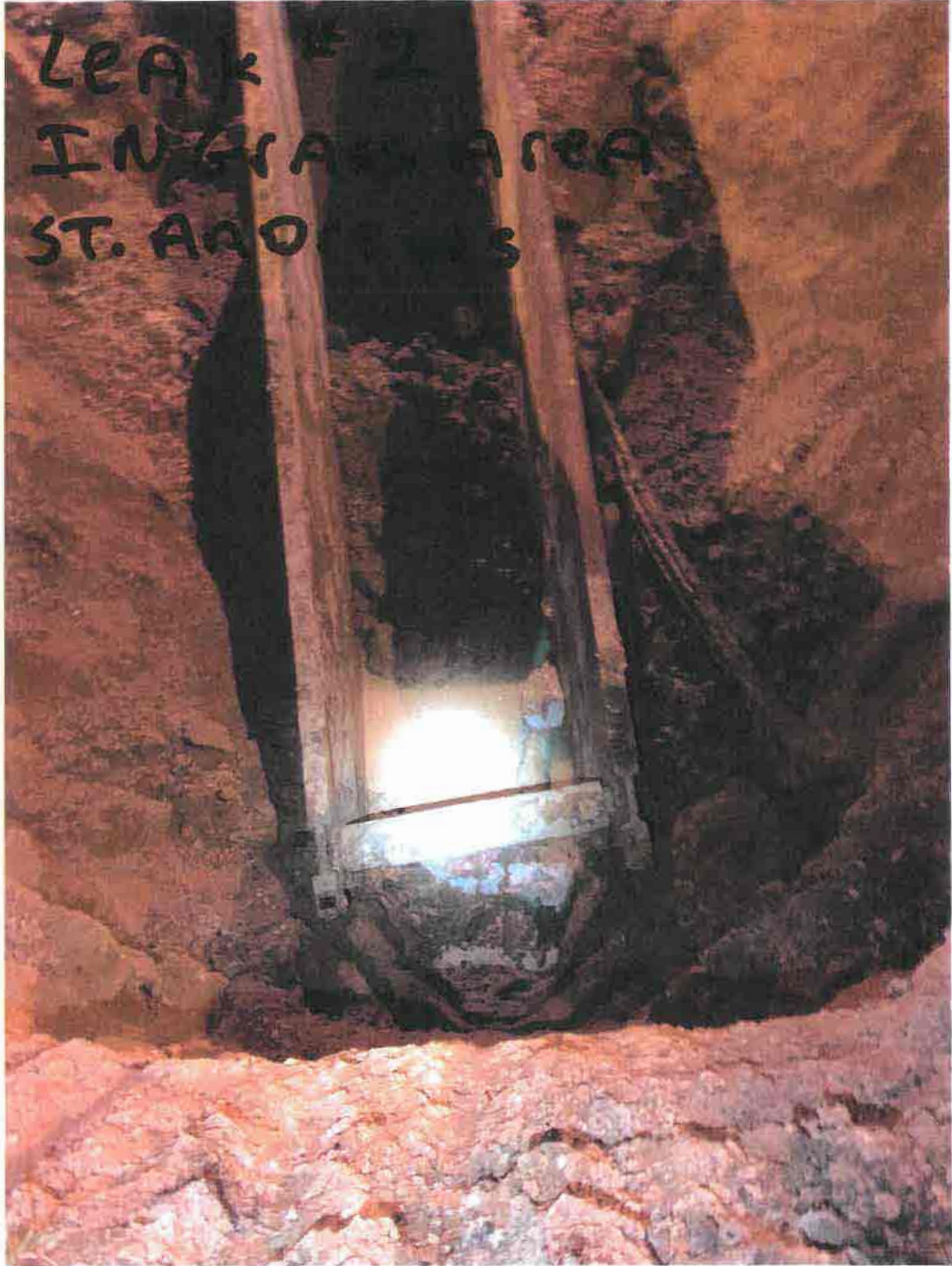
St. Andrews  
LEAK #1  
IN ASPHALT







LEAK  
IN THE AREA  
ST. ANTHONY'S



OFFICE OF THE CITY ATTORNEY  
2-11-2020  
7:20 PM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE MCDOWELL ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 17B4502.902. (WARD 6)**

**WHEREAS**, on June 11, 2019 the City of Jackson accepted Utility Constructors, Inc.'s bid of \$695,137.00 to replace the McDowell Road Bridge, City Project No. 17B4502.902; and

**WHEREAS**, the contract work involved removing and replacing an existing bridge structure on McDowell Road within the City of Jackson Corporate Limits; and

**WHEREAS**, Change Order No. 1/Final represents a 4.4% decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

**WHEREAS**, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

**WHEREAS**, the current contract amount is \$695,137.00 and the decreased contract amount will be \$664,864.30; and

**WHEREAS**, the Department of Public Works recommends final payment in the amount of \$450,082.60 to Utility Constructors, Inc; and

**WHEREAS**, the bonding company SureTec Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 1/Final to the contract of Utility Constructors, Inc., decreasing the contract amount by \$30,272.70 to a final contract amount of \$664,864.30 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$450,082.60 and release all securities held to Utility Constructors, Inc., for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the McDowell Road Bridge Replacement Project, City Project No.17B4502.902.

ITEM # \_\_\_\_\_ #47 \_\_\_\_\_  
DATE: \_\_\_\_\_ 3-3-20 \_\_\_\_\_  
BY: **WILLIAMS, MILLER, LUMUMBA**

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

February 6, 2020

<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 FINAL/CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE MCDOWELL ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 17B4502.902. (WARD 6)																																													
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 McDowell Road																																													
4.	<b>Benefits</b>	Bridge Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Complete																																													
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 6, McDowell Road																																													
7.	<b>Action implemented by:</b> ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	<b>COST</b>	Final Cost: \$664,864.30																																													
9.	<b>Source of Funding</b> ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173-451358B45029026485																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>_____</td> <td>no</td><td>_____</td> <td>N/A</td><td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba  
From: Robert K. Miller, Director  
Date: February 6, 2020



**Background:**

Attached, you will find an item requesting final payment approval to with Utility Constructors, Inc., for the McDowell Road Bridge Replacement Project. The bridge was closed due to structural deficiencies in the Fall of 2017. Utility Constructors, Inc., has completed the project.

It is the recommendation of this office that Utility Constructors, Inc., is paid final payment for the McDowell Road Bridge Replacement project. 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 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE MCDOWELL ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 17B4502.902 (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



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

2/13/20  
DATE



**ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC., FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B0101.101.**

WHEREAS, on May 21, 2019, the City of Jackson received three sealed bids for the Eastover Drive Water Main Replacement Phase 2, City Project No.18B0101.101; and

WHEREAS, the bid received from Utility Constructors, Inc., in the amount of \$1,134,019.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Utility Constructors, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$1,134,019.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi. Council Member Banks moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.  
Nays- None.  
Absent- Stokes.

\*\*\*\*\*

**ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC., FOR THE MCDOWELL ROAD BRIDGE REPLACEMENT PROJECT, CITY PROJECT NUMBER 17B4502.902.**

WHEREAS, on May 21, 2019, the City of Jackson received three sealed bids for the McDowell Road Bridge Replacement Project, City Project Number 17B4502.902; and

WHEREAS, the bid received from Utility Constructors, Inc., in the amount of \$695,137.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Utility Constructors, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$695,137.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Banks moved adoption; Vice President Lindsay seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.  
Nays- None.  
Absent- Stokes.

\*\*\*\*\*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH VOLKERT, INC. FOR THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108070, CITY PROJECT NO. 19B4502.701.**

WHEREAS, the City of Jackson made application for and received \$1,500,000.00 in FAST Act federal transportation funds through the Jackson MPO to replace the Mill Street bridge over Town Creek with a required minimum 25% match; and

WHEREAS, the City of Jackson selected Volkert, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Volkert, Inc. has provided a cost estimate of \$160,363.10 to provide preliminary engineering services for the project.

<b>APPLICATION FOR PARTIAL PAYMENT</b>			
NAME OF PROJECT <b>McDowell Road Bridge Replacement Jackson, MS</b>		PAY APPLICATION NUMBER	<b>3 (Three)-FINAL</b>
LOCATION OF PROJECT		PAY APP. PERIOD	<b>9/2/2019 to 12/31/2019</b>
NAME AND ADDRESS OF OWNER <b>City of Jackson Project No. 17B4502.901</b>		NAME AND ADDRESS OF CONTRACTOR <b>UTILITY CONSTRUCTORS, INC. P.O. BOX 13627 JACKSON, MS 39236</b>	

**SCHEDULE OF CONTRACT CHANGE ORDERS**  
List every change order issued to date of this request even if no work has been done under on or more such orders.

CONTRACT CHANGE ORDER		DESCRIPTION	ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO (1)	DATE (2)			
1	1/30/2020	Summary Change Order	0.00	30,272.70 mcdo
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$30,272.70</b>

**ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE**

(a) ORIGINAL CONTRACT AMOUNT.....	\$	686,137.00
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	0.00
(c) LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	30,272.70
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	654,864.30

**ANALYSIS OF WORK PERFORMED TO DATE**

(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	664,664.30
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	0.00
(c) TOTAL COST OF WORK PERFORMED TO DATE.....	\$	664,664.30
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	
(e) SUBTOTAL OF (c) and (d).....	\$	664,664.30
(f) LESS: RETAINAGE (5%).....	\$	
(g) SUBTOTAL OF (e) and (f).....	\$	664,664.30
(h) LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	214,781.70
(i) AMOUNT DUE THIS APPLICATION.....	\$	450,882.60

**CERTIFICATE OF CONTRACTOR**

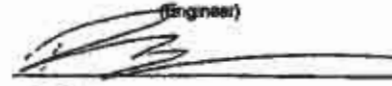
According to the best of my knowledge and belief, I certify that all items and amounts shown in this Application for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for Partial Payment; and that no part of the "Amount Due This Application" has been received.

**UTILITY CONSTRUCTORS, INC.**  
(Contractor)

By:   
Title: President  
Date: 2/4/2020

**RECOMMENDATION OF ENGINEER**

This Application for Partial Payment covers all pay item work performed by the Contractor through the application period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By:   
Title: Engineer  
Date: 2/4/2020

COST BREAKDOWN

CONTRACTOR: UTILITY CONSTRUCTORS, INC.  
 PROJECT: McDowell Road Bridge Replacement  
 Project No. 17B-482-301  
 APPLICATION NO. 3 (Through) FINAL  
 PERIOD: 8/2/2019 12/31/2019

ITEM NO.	DESCRIPTION OF WORK	CONTRACT			PREVIOUS APPLICATION			COMPLETED THIS MONTH			COMPLETED TO DATE			BALANCE TO FINISH		
		QTY	UNIT	UNIT COST	TOTAL COST	CITY	TOTAL COST	CITY	TOTAL COST	CITY	TOTAL COST	RETAINAGE	QTY	TOTAL COST		
1	MOBILIZATION	1	LS	60,000.00	60,000.00		60,000.00	0.00	60,000.00	1.00	60,000.00	0.00	60,000.00	0.00	0.00	
2	CLEARING & GRUBBING	1	LS	75,000.00	75,000.00	0.50	37,500.00	0.00	37,500.00	1.00	75,000.00	0.00	75,000.00	0.00	0.00	
3	REMOVAL OF BRIDGE	1	LS	30,000.00	30,000.00	0.00	24,000.00	0.20	6,000.00	1.00	30,000.00	0.00	30,000.00	0.00	0.00	
4	REMOVAL OF CURB & GUTTER	70	LF	23.00	1,610.00	0.00	184.00	8.00	184.00	8.00	184.00	0.00	184.00	0.00	0.00	
5	UNCLASSIFIED EXCAVATION (FIM)	100	CY	15.00	1,500.00	0.00	720.00	48.00	720.00	48.00	720.00	0.00	720.00	0.00	0.00	
6	BORROW EXCAVATION (CONTRACTOR FINISHED, FME, CLASS B-19)	100	CY	30.00	3,000.00	0.00	3,110.40	103.68	3,110.40	103.68	3,110.40	0.00	3,110.40	0.00	0.00	
7	EXCESS EXCAVATION (FIM)	100	CY	23.00	2,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8	SITE GRADING	300	SY	8.00	2,400.00	0.00	355.52	44.44	355.52	44.44	355.52	0.00	355.52	0.00	0.00	
9	HYDROSEEDING	1	ACRE	3,750.00	3,750.00	0.00	114.00	1.00	3,750.00	1.00	3,750.00	0.00	3,750.00	0.00	0.00	
10	TEMPORARY SILT FENCE	2300	LF	3.00	7,000.00	0.00	150.00	36.00	114.00	36.00	114.00	0.00	284.00	0.00	0.00	
11	WATTLE, 20"	300	LF	15.00	4,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
12	GRAVEL MATERIAL (FIM, CLASS 3, GROUP C)	1	CY	300.00	300.00	0.00	300.00	1.00	300.00	1.00	300.00	0.00	300.00	0.00	0.00	
13	HOT ASPHALT, (MT) (9.5 MM)	40	TON	150.00	6,000.00	0.00	8,718.00	56.52	8,718.00	56.52	8,718.00	0.00	8,718.00	0.00	0.00	
14	HOT MIX ASPHALT, (MT) (19 MM)	10	TON	225.00	2,250.00	0.00	11,066.00	51.36	11,066.00	51.36	11,066.00	0.00	11,066.00	0.00	0.00	
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	385	SY	8.00	3,080.00	0.00	102.23	817.84	102.23	817.84	0.00	817.84	0.00	817.84	0.00	
16	SAW CUT	250	LF	10.00	2,500.00	0.00	30.00	2.00	30.00	2.00	30.00	0.00	30.00	0.00	0.00	
17	ROADWAY CONSTRUCTION STAKING	1	LS	3,750.00	3,750.00	0.35	1,312.50	0.66	2,437.50	1.00	3,750.00	0.00	3,750.00	0.00	0.00	
18	EXISTING	70	LF	35.00	2,450.00	0.00	112.00	4,258.00	112.00	4,258.00	0.00	4,258.00	0.00	4,258.00	0.00	0.00
19	MAINTENANCE OF TRAFFIC	1	LS	3,750.00	3,750.00	0.35	1,312.50	0.65	2,437.50	1.00	3,750.00	0.00	3,750.00	0.00	0.00	
20	COLD PLASTIC DETAIL STRIPE (WHITE) (6" EQUIVALENT LENGTH)	140	LF	15.00	2,100.00	0.00	0.00	140.00	2,100.00	140.00	2,100.00	0.00	2,100.00	0.00	0.00	
21	COLD PLASTIC DETAIL STRIPE (YELLOW) (6" EQUIVALENT LENGTH)	140	LF	15.00	2,100.00	0.00	0.00	140.00	2,100.00	140.00	2,100.00	0.00	2,100.00	0.00	0.00	
22	THERMOPLASTIC DETAIL STRIPE (6" EQUIVALENT LENGTH) (WHITE) (50 MILS)	120	LF	15.00	1,800.00	0.00	0.00	120.00	1,800.00	120.00	1,800.00	0.00	1,800.00	0.00	0.00	
23	THERMOPLASTIC DETAIL STRIPE (6" EQUIVALENT LENGTH) (YELLOW) (60 MILS)	120	LF	15.00	1,800.00	0.00	0.00	120.00	1,800.00	120.00	1,800.00	0.00	1,800.00	0.00	0.00	
24	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	8	EA	38.00	304.00	0.00	304.00	8.00	304.00	8.00	304.00	0.00	304.00	0.00	0.00	
25	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	18	EA	38.00	684.00	0.00	684.00	18.00	684.00	18.00	684.00	0.00	684.00	0.00	0.00	
26	REFLECTORIZED TRAFFIC OBJECT MARKER (TYPE 3)	4	EA	375.00	1,500.00	0.00	0.00	4.00	1,500.00	4.00	1,500.00	0.00	1,500.00	0.00	0.00	
27	FOUNDATION EXCAVATION FOR BRIDGES	100	CY	28.00	2,800.00	0.00	2,012.85	52.97	2,012.85	52.97	2,012.85	0.00	2,012.85	0.00	0.00	
28	FDA TEST PILE, HP STEEL PILE	2	EA	7,500.00	15,000.00	2.00	15,000.00	0.00	0.00	2.00	15,000.00	0.00	15,000.00	0.00	0.00	
29	HP 14 X 73 STEEL PILE	1000	LF	75.00	75,000.00	698.78	52,407.00	800.00	60,000.00	1,498.78	112,407.00	0.00	112,407.00	0.00	0.00	
30	BRIDGE CONCRETE CLASS AA	100	CY	1,500.00	1,500,000.00	5.335	8,004.00	108.32	154,470.00	108.32	162,474.00	0.00	162,474.00	0.00	0.00	
31	REINFORCEMENT	8000	LBS	3.00	24,000.00	0.30	13,178.20	38,334.60	13,178.20	38,334.60	0.00	59,514.60	0.00	59,514.60	0.00	
32	SALVAGE/REINSTALL 18" PRECAST SLAB UNITS, 3'-6" INTERIOR	22	EA	1,200.00	26,400.00	11.00	13,200.00	22.00	13,200.00	22.00	26,400.00	0.00	26,400.00	0.00	0.00	
33	SALVAGE/REINSTALL 37" PRECAST SLAB UNITS, 3'-6" INTERIOR	11	EA	1,500.00	16,500.00	5.50	8,250.00	11.00	8,250.00	11.00	16,500.00	0.00	16,500.00	0.00	0.00	
34	SALVAGE/REINSTALL 18" PRECAST SLAB UNITS	4	EA	1,600.00	6,400.00	2.00	3,000.00	4.00	3,000.00	4.00	6,000.00	0.00	6,000.00	0.00	0.00	
35	SALVAGE/REINSTALL 37" PRECAST SLAB UNITS	2	EA	1,950.00	3,900.00	1.00	1,950.00	2.00	1,950.00	2.00	3,900.00	0.00	3,900.00	0.00	0.00	
36	BEAM TYPE RAILING WITH CONCRETE POSTS	138	LF	113.00	15,594.00	0.00	15,594.00	138.00	15,594.00	138.00	15,594.00	0.00	15,594.00	0.00	0.00	
37	EXISTING PRECAST SLAB UNIT REPAIR & PATCHING	100	LF	80.00	8,000.00	0.00	0.00	20.00	1,200.00	20.00	1,200.00	0.00	1,200.00	0.00	0.00	
38	LOOSE RIPRAP, 300 LB	900	TON	135.00	121,500.00	0.00	40,812.05	300.83	40,812.05	300.83	40,812.05	0.00	40,812.05	0.00	0.00	
39	GEOTEXTILE UNDER RIPRAP	425	SY	8.00	3,400.00	0.00	1,320.03	148.87	1,320.03	148.87	1,320.03	0.00	1,320.03	0.00	0.00	
40	*Entry for verification of poured concrete deck panel	1	LB	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00	1.00	5,000.00	0.00	5,000.00	0.00	0.00	
TOTAL BASE BID												664,964.30	189%	664,964.30	0.00	0.00



# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*February 4, 2020*

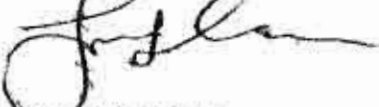
Dr. Charles Williams  
City of Jackson, Public Works Department  
200 South President Street  
Jackson, MS 39205

*Reference: Warranty of Work – McDowell Road Bridge Replacement  
City Project Number 17B4502.901*

*Utility Constructors, Inc. hereby guarantees all work performed by us on the above referenced project, as of this day, to be free from defective materials and workmanship for a period of one (1) year or such period of time as described in the contract documents.*

*This warranty does not include excessive wear and tear or use under abnormal conditions.*

*Sincerely,*



*Terry N. Lovelace  
President/UCI*

# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

**TO OWNER:**

*(Name and address)*

City of Jackson  
219 S. President Street  
Jackson, MS 39205

**ARCHITECT'S PROJECT NO.:**

City Project No. 17B 4502.901

**CONTRACT FOR:**

McDowell Road Bridge Replacement

**PROJECT:**

*(Name and address)*

McDowell Road Bridge Replacement  
McDowell Road  
Jackson, MS

**CONTRACT DATED:**

June 12, 2019

STATE OF: **MS**  
COUNTY OF: **Hinds**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: **None**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** Utility Constructors, Inc.  
*(Name and address)* P.O. Box 13627  
Jackson, MS 39236

BY: \_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

G706A—1994

# SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

## CONSENT OF SURETY TO FINAL PAYMENT

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

BOND NO.: 4423233

**TO OBLIGEE:**

*(Name and Address)*

City of Jackson  
P O Box 17, Jackson, MS

**CONTRACT FOR:**

McDowell Road Bridge Replacement Project

**PROJECT:**

*(Name and Address)*

McDowell Road Bridge Replacement Project

**CONTRACT DATED:**

**PRINCIPAL:**

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 2103 CityWest Blvd, Suite 1300, Houston TX 77042, Surety

on bond of

*(Insert name and address of Contractor)*

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

*(Insert name and address of Obligee)* City of Jackson, P O Box 17, Jackson, MS 39205

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 5, 2020

*(Insert in writing the month followed by the numeric date and year.)*

SureTec Insurance Company

*(Surety)*

  
*(Signature of authorized representative)*

Sherrill A. Kelley

, Attorney-in-Fact

*(Printed name and title)*

Attest:

(Seal):

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Bumum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 8<sup>th</sup> day of February, A.D. 2019.

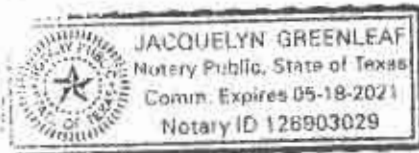
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., CEO

State of Texas            ss:  
County of Harris



On this 8<sup>th</sup> day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5<sup>th</sup> day of February, 2020, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



OFFICE OF THE CITY CLERK  
2-21-2020  
JCM

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE KINGS HIGHWAY & WARRIOR TRAIL SEWER EMERGENCY REPAIR (WARD 7)**

**WHEREAS**, the City of Jackson ratified an emergency construction contract with Utility Constructors, Inc, on February 4, 2020 for the Kings Highway & Warrior Trail Sewer Emergency Repair in an amount not to exceed \$44,300.00; and

**WHEREAS**, a portion of the sewer main collapsed within the Kings Highway & Warrior Trail road right-of-way; and

**WHEREAS**, Utility Constructors, Inc, started the work and discovered additional linear footage of the sewer main had collapsed increasing the materials and labor cost to repair the work; and

**WHEREAS**, the original executed contract amount was \$44,300.00 and the increased contract amount is \$61,550.00; and

**WHEREAS**, the Department of Public works recommends approval of Change Order No. 1 by increasing the approved contract amount from \$44,300.00 to \$61,550.00; and

**WHEREAS**, the Department of Public works recommends approval of final payment Utility Constructors, Inc., in the amount of \$61,550.00; and

**WHEREAS**, the bonding company SureTec Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**IT IS, THEREFORE, ORDERED** that Change Order No. 1/Final to the Construction Contract with Utility Constructors, Inc., increasing the contract amount by \$17,250.00 to final contract amount of \$61,550.00 is authorized.

**IT IS FURTHER ORDERED** that the City make final payment in the amount of \$61,550.00 and release all securities held to Utility Constructors, Inc., for all the work completed and materials furnished under this contract and the City Clerk publish the Notice of Completion of the Kings Highway & Warrior Trail Sewer Emergency Repair.

ITEM #           #48            
DATE:           3-3-20            
BY: **WILLIAMS, CARTER, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 11, 2020**

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC., FOR THE KINGS HIGHWAY &amp; WARRIOR TRAIL SEWER EMERGENCY REPAIR (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>	Residents on Kings Highway & Warrior Trail																																													
4.	<b>Benefits</b>	Sewer Infrastructure																																													
5.	<b>Schedule (beginning date)</b>	Completed																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 7, Kings Highway & Warrior Trail																																													
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>	Original Contract Amount \$44,300.00 Increased Contract Amount \$61,550.00																																													
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 checked="" type="checkbox"/>	1% Sales Tax 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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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba  
**From:** Robert K. Miller  
Director  
**Date:** February 11, 2020  
**Subject:** Agenda Item for City Council Meeting



Attached you will find an item requesting authorization to execute Change Order No. 1/Final to the construction contract with Utility Constructors, Inc, for the Kings Highway & Warrior Trail Emergency Sewer Repair. The Contractor (Utility Constructors, Inc.) repaired additional linear footage of the collapsed sewer main. The original approved contract was for \$44,300.00, and the increased contract amount is \$61,550.00.

Public Works recommends approval of this agenda item authorizing final payment to the contractor in an amount not to exceed \$61,550.00. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney



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

OFFICE OF THE CITY ATTORNEY  
2/29/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND UTILITY CONSTRUCTORS, INC. FOR THE KINGS HIGHWAY & WARRIOR TRAIL SEWER EMERGENCY REPAIR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

2/29/20  
\_\_\_\_\_  
DATE

**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE KINGS HIGHWAY & WARRIOR TRAIL SEWER EMERGENCY REPAIR (WARD 7)**

OFFICE OF THE CITY ATTORNEY  
23-230

**WHEREAS**, a portion of a sewer main collapsed within the Kings Highway/Warrior Trail Road right-of-way; and

**WHEREAS**, the collapse resulted in the discharge of raw sewage onto Kings Highway creating an environmental, human health, and public safety issue for those living on Kings Highway & Warrior Trail; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, 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 has been executed with Utility Constructors, Inc, in an amount not to exceed \$44,300.00 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.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$44,300.00 without further authorization of the governing authorities for repairs to a collapsed sewer main in the right-of-way of Kings Highway & Warrior Trail is ratified.

BY: MILLER, WILLIAMS, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**January 10, 2020**

<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 UTILITY CONSTRUCTORS, INC. FOR THE KINGS HIGHWAY &amp; WARRIOR TRAIL SEWER EMERGENCY REPAIR (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																																													
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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 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>	Cost: \$44,300.00																																													
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 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	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

### Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



**Agenda Item:** Kings Highway & Warrior Trail Sewer Emergency Repair

**Item #:**

**Council Meeting:** Regular Council Meeting, January 21, 2020

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair

**Cost:** \$44,300.00

**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 Utility Constructors, Inc, for the Kings Highway & Warrior Trail 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 2729  
Jackson, Mississippi 39202  
Telephone: (601) 960-1750  
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY  
11/23/20

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE KINGS HIGHWAY & WARRIOR TRAIL SEWER EMERGENCY REPAIR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



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

11/23/20  
DATE



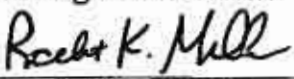
**DECLARATION OF EMERGENCY  
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

**I. REQUEST**

The City of Jackson has three separate sewer main collapses located on Kings Highway, Bell Street & Old Canton Road (St. Andrews Lower Middle School). The collapse of the sewer mains at each location is causing raw sewer to enter into storm inlets flowing into the Pearl River. The City of Jackson Maintenance crews cannot perform the required repairs. The sewer maintenance crews do not have the manpower or equipment to repair the collapsed sewer mains. The Department of Public Works request this emergency be invoked to help repair the sewer mains including other sewer collection system appurtenances associated with the repair. The result of the collapsed sewer mains has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 10 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sewer mains and restore the sanitary sewer collection system. The Department of Public Works will use one percent sewer emergency funds to compensate the contractors.

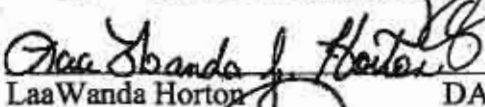
Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the collapsed sewer mains, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

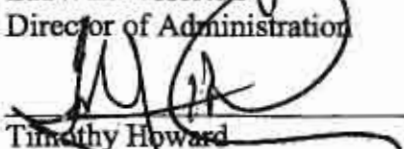
 <sup>cm</sup>  
\_\_\_\_\_  
ROBERT K. MILLER  
Director of Public Works

12/26/19  
\_\_\_\_\_  
DATE


**II. REVIEWED AND APPROVED**

  
\_\_\_\_\_  
Laa Wanda Horton  
Director of Administration

12/26/19  
\_\_\_\_\_  
DATE

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

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

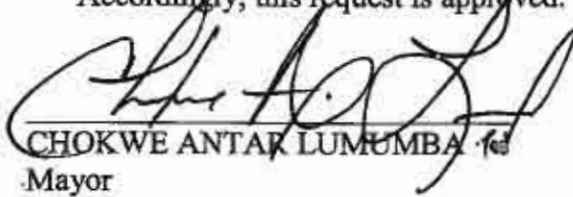
  
\_\_\_\_\_  
ROBERT BLAINE, PhD  
Chief Administrative Officer

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

### III. DECLARATION OF EMERGENCY

I hereby determine that the three sewer main collapses constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into contracts to repair the collapsed sanitary sewer mains, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.

  
CHOKWE ANTAR LUMUMBA  
Mayor

1/13/2020  
DATE

# MEMORANDUM

Department of Public Works  
(601) 960-2090



**TO:** Robert K. Miller, Director  
Department of Public Works

**FROM:** Charles E. Williams Jr., P.E., PhD, City Engineer  
William Miley, Utilities Manager  
Department of Public Works

*Charles Williams Jr.*  
12/26/19

**CC:** Erica, Thomas, Public Works Fiscal Officer

**DATE:** December 26, 2019

**RE:** Collapsed Sanitary Sewer Mains: (Kings Highway, Bell Street, and Old Canton Road (Saint Andrew Lower Elementary School))

---

The City of Jackson has three separate sewer main collapses located on Kings Highway, Bell Street & Old Canton Road (St. Andrews Lower Middle School). The collapse of the sewer mains at each location is causing raw sewer to enter into storm inlets flowing into the Pearl River. The City of Jackson Maintenance crews cannot perform the required repairs. The sewer maintenance crews do not have the manpower or equipment to repair the collapsed sewer mains. The Department of Public Works request this emergency be invoked to help repair the sewer mains including other sewer collection system appurtenances associated with the repair. The result of the collapsed sewer mains has contributed to raw sewer entering nearby streams and creeks violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 10 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sewer mains and restore the sanitary sewer collection system. The Department of Public Works will use one percent sewer emergency funds to compensate the contractors.

The City does not have the personnel or equipment to adequately repair the collapsed sanitary sewer mains in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, I recommend that the City enter into a replacement contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

# UTILITY CONSTRUCTORS, INC.

Utility & Commercial Contractors

## INVOICE

1/27/2020

Job Name: SEWER REPAIR EMERGENCY AT KINGS HIGHWAY & WARRIOR TRAIL  
Location: JACKSON, MS

ITEM	ITEM DESCRIPTION	EST QNTY	UNIT	UNIT PRICE	BID TOTAL
				BID	
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
2	NORMAL CLEANING - 8 IN SEWER	350	LF	\$ 10.00	\$ 3,500.00
3	TV INSPECTION OF 8 IN SEWER	350	LF	\$ 10.00	\$ 3,500.00
4	BYPASS SETUP & REMOVE FOR EACH 6" PUMP	1	EA	\$ 4,000.00	\$ 4,000.00
5	BYPASSING FOR EACH 6" PUMP (RUNTIME)	50	RT/HR	\$ 30.00	\$ 1,500.00
6	6" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF/DAY	\$ 5.00	\$ 500.00
7	8 IN SEWER POINT REPAIR 8' - 10' DEEP ≤ 20 LV INCLUDING BEDDING	2	EA	\$ 10,000.00	\$ 20,000.00
8	TRAFFIC CONTROL - FLAGMEN	50	HR	\$ 45.00	\$ 2,250.00
9	TRAFFIC CONTROL - SIGNS	2800	SF/DAY	\$ 1.00	\$ 2,800.00
10	TRAFFIC CONTROL - BARRELS	100	EA	\$ 10.00	\$ 1,000.00
11	TRAFFIC CONTROL SETUP	1	EA	\$ 1,500.00	\$ 1,500.00
12	TRAFFIC CONTROL REMOVAL	1	EA	\$ 1,000.00	\$ 1,000.00
13	SAWCUT ASPHALT PAVEMENT (6" - 10")	100	LF	\$ 15.00	\$ 1,500.00
14	REMOVE EXISTING ASPHALT PAVEMENT (8" - 10")	30	SY	\$ 50.00	\$ 1,500.00
15	ASHPALT BASE COURSE - 4" THICK	10	TONS	\$ 200.00	\$ 2,000.00
16	ASHPALT SURFACE COURSE - 2" THICK	5	TONS	\$ 300.00	\$ 1,500.00
17	SELECT BACKFILL - 810 LIMESTONE	80	TONS	\$ 100.00	\$ 8,000.00
18	MISC. CONCRETE	1	CY	\$ 500.00	\$ 500.00

TOTAL **\$ 61,550.00**

THANK YOU!

TERRY LOVELACE



**CONTRACTOR'S AFFIDAVIT OF  
RELEASE OF LIENS**

*AIA Document G706A*

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

TO OWNER:

*(Name and address)*

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Kings Highway @ Warrior Trail  
Emergency Main Collapse

PROJECT:

*(Name and address)*

Kings Highway @ Warrior Trail  
Emergency Main Collapse

CONTRACT DATED: December 30, 2019

STATE OF: **MS**  
COUNTY OF: **Hinds**


The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: **None**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: **Utility Constructors, Inc.**  
*(Name and address)* P.O. Box 13627  
Jackson, MS 39236

BY:   
*(Signature of authorized representative)*

**Terry Love**  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public

My Commission Expires: 8-18-2020



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*January 27, 2020*

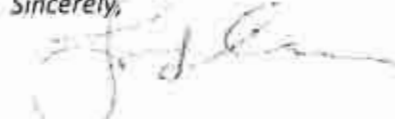
Dr. Charles Williams  
City of Jackson, Public Works Department  
200 South President Street  
Jackson, MS 39205

*Reference: Warranty of Work – Kings Highway at Warrior Trail  
Emergency work main collapse*

*Utility Constructors, Inc. hereby guarantees all work performed by us on the above referenced project, as of this day, to be free from defective materials and workmanship for a period of one (1) year or such period of time as described in the contract documents.*

*This warranty does not include excessive wear and tear or use under abnormal conditions.*

*Sincerely,*



*Terry N. Lovelace  
President/UCI*

# SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

## CONSENT OF SURETY TO FINAL PAYMENT

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

BOND NO.: 4431789

**TO OBLIGEE:**

*(Name and Address)*

City of Jackson  
P O Box 17, Jackson, MS

**CONTRACT FOR:**

Sewer Repair Emergency at Kings Highway  
& Warrior Trail, City of Jackson

**PROJECT:**

*(Name and Address)*

Sewer Repair Emergency at Kings Highway  
& Warrior Trail, City of Jackson

**CONTRACT DATED:**

**PRINCIPAL:**

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 2103 CityWest Blvd, Suite 1300, Houston TX 77042, Surety

on bond of

*(Insert name and address of Contractor)*

Utility Constructors, Inc, P.O. Box 13627, Jackson, MS 39236

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

*(Insert name and address of Obligee)* City of Jackson, P O Box 17, Jackson, MS 39205

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 28, 2020

*(Insert in writing the month followed by the numeric date and year.)*

SureTec Insurance Company

*(Surety)*

*(Signature of authorized representative)*

John E. Marchetti  
, Attorney-in-Fact  
*(Printed name and title)*

Attest:  
(Seal):

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Bumum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

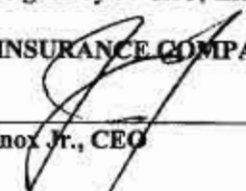
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 6th day of February, A.D. 2019.

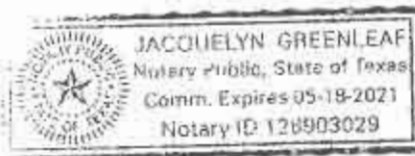
SURETEC INSURANCE COMPANY

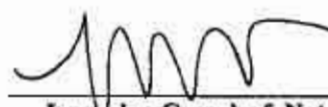
By:   
John Knox Jr., CEO

State of Texas                      ss:  
County of Harris



On this 6th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 28th day of January, 2020, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Kings Hwy

Sewer service  
REPAIR



First Le

**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE BELL STREET & LAMAR STREET SEWER EMERGENCY REPAIR (WARD 7)**

OFFICE OF THE CLERK  
2020-03-03

**WHEREAS**, a portion of a sewer main collapsed within the Bell Street & Lamar Street right-of-way; and

**WHEREAS**, the collapse resulted in the discharge of raw sewage onto Bell Street & Lamar Street creating an environmental, human health, and public safety issue for those living on Bell Street & Lamar Street; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, 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 has been executed with Utility Constructors, Inc, in an amount not to exceed \$386,270.00 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.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$386,270.00 without further authorization of the governing authorities for repairs to a collapsed sewer main in the right-of-way of Bell Street & Lamar Street Sewer Emergency Repair is ratified.

Item: #49  
Date: 3-3-20

BY: MILLER, WILLIAMS, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 21, 2020**

<b>POINTS</b>		<b>COMMENTS</b>																																													
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE BELL STREET &amp; LAMAR STREET SEWER EMERGENCY REPAIR (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>	Residents on Bell Street & Lamar Street																																													
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 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>	Cost: \$386,270.00																																													
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"/>	Special Fund: 2018 Infrastructure Modernization Act																																													
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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AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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## Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director

*Robert K. Miller 2/25/2020*

**Agenda Item:** Bell Street & Lamar Street Sewer Emergency Repair

**Item #:**

**Council Meeting:** Regular Council Meeting, March 3, 2020

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair

**Cost:** \$386,270.00

**Project/Contract Type:** Sewer Repair

**Funding Source:** Special Fund: 2018 Infrastructure Modernization Act

**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 Utility Constructors, Inc, for the Bell Street & Lamar Street Sewer 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) 960-1736

OFFICE OF THE CITY ATTORNEY  
2/25/21

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE BELL STREET & LAMAR STREET SEWER EMERGENCY REPAIR (WARD 7)** is legally sufficient for placement in NOVUS Agenda.

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

2/25/21  
DATE

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

**I. REQUEST**

As February 10, 2020 the Utility Manager for the Department of Public Works had identified three sewer collapses that require immediate, emergency repair because of the danger to human health and the environment they pose. A sewer collapse on Lamar Street between Millsaps and Bell Streets is resulting in an ongoing sanitary sewer overflow, requiring the use of a bypass pump to avoid the continuous discharge of sewer into a residential neighborhood. A sewer main has collapsed near Mill Street at Livingstone Street. The collapse is on a line running under the railroad tracks and is causing sewage to discharge into the area between two tracks. Because of the location of the line collapse, seta bypass pump is not feasible. A sewer main has collapsed at Raymond Road and Scanlon Drive near Wingfield High School. This sewer main collapse is causing SSOs in the vicinity of Wingfield High School.

Due to location and depth of the sewer mains and due to the limited number sewer maintenance crews, City forces are not able to make the repairs. The City must hire a contractor to make these repairs in a timely manner.

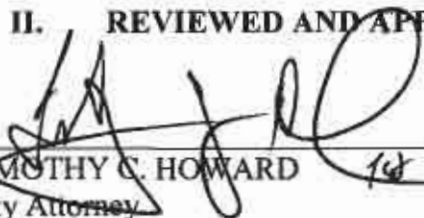
According, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to hire one or more contractors to make the necessary repairs to the collapsed sewer lines,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

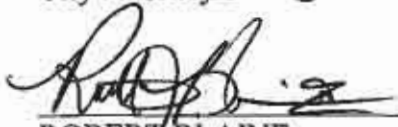
  
\_\_\_\_\_  
ROBERT K. MILLER  
Director, Department of Public Works

2/18/2020  
\_\_\_\_\_  
DATE

**II. REVIEWED AND APPROVED**

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

2/20/2020  
\_\_\_\_\_  
DATE


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

2/20/20  
\_\_\_\_\_  
DATE

**III. DECLARATION OF EMERGENCY**

I hereby determine that the sewer line collapses on Lamar Street between Millsaps and Bell Streets, near Mill Street at Livingston Street, and at Raymond Road and Scanlon Drive near Wingfield High School constitute emergencies 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 *CL*  
Mayor

2/20/2020  
DATE





**MEMORANDUM**

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

**FROM:** Bill Miley, Utilities Manager

**RE:** Recommendation that Emergency Procurement Process Be Used to Make Emergency Sewer Repairs

**DATE:** February 10, 2020

The City of Jackson has several sewer emergencies that need immediate attention. The sewer collapses have resulted in unsafe conditions to the public and raw sewage discharge into City of Jackson's streets and storm sewers.

A sewer collapse on Lamar Street from Millsap to Bell St. The collapse has caused the city to have to set up by-pass pumps at this location to avoid a continuous sanitary sewer overflow in this area.

A sewer main has collapse near Mill Street at Livingston Street. The sewer main collapse is under the Rail Road Track causing a sewer system overflow in this area.

A sewer main has collapse at Raymond Road and Scanlon Drive near Wingfield High School. The collapse is causing sanitary sewer overflows in this area.

Due to location and depth of the sewer main, City forces are not able to make the repairs. The City must hire a contractor to make these repairs. Due to the continuing danger to the environment and human health, it is the recommendation of the Utilities Division of the Department of Public works that the emergency procurement process, Sections 31-7-1 (f) and -13 (k) of the Mississippi Code of 1972, be used to hire the contractors necessary to perform this repair work.

*Triplicate*

**BID FORM - CITY OF JACKSON**  
**BELL ST. & LAMAR ST. SEWER & STORM SEWER EMERGENCY REPAIR**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Bypassing	1	LS	\$ 2,500.00	\$ 2,500.00
3	Reimbursement - Hydra Service bypassing	1	LS	\$ 3,750.00	\$ 3,750.00
4	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
5	Dig & Replace Exist. 8" or 10" Sewer Main w/ 12" SDR26 (incl Bed) (0'-16' deep)	990	LF	\$ 85.00	\$ 84,150.00
6	Reconnect Existing 4" or 6" Services at Main	24	EA	\$ 300.00	\$ 7,200.00
7	Reconnect Existing 4" or 6" Services to Existing Manhole	1	EA	\$ 400.00	\$ 400.00
8	Connect to Existing Manhole	6	EA	\$ 1,000.00	\$ 6,000.00
9	100% Solid Epoxy Interior Coating for Existing 48" dia. Manholes	36	VF	\$ 50.00	\$ 1,800.00
10	Dig & Replace Exist Concrete storm culvert with 36" RCAP (incl Bedding)	40	LF	\$ 100.00	\$ 4,000.00
11	New Concrete Junction Box w/traffic Ring/Cover to connect new 36" RCAP	1	EA	\$ 5,000.00	\$ 5,000.00
12	New Concrete Junction Box (buried) - Tie-in new 36" to Ex. 18" Concrete Culvert	1	EA	\$ 3,000.00	\$ 3,000.00
13	Tie-in New 36" RCAP to Existing Junction Box	2	EA	\$ 1,500.00	\$ 3,000.00
14	Concrete Collar	1	LS	\$ 1,500.00	\$ 1,500.00
15	Sawcut Asphalt and/or Concrete Pavement (8" to 12" thick)	2,000	LF	\$ 14.00	\$ 28,000.00
16	Removal of Asphalt Pavement	550	SY	\$ 25.00	\$ 13,750.00
17	Remove & Replace Concrete Sidewalk (4" thick)	10	SY	\$ 100.00	\$ 1,000.00
18	Remove & Replace Concrete Curb & Gutter	20	LF	\$ 100.00	\$ 2,000.00
19	Asphalt Base Course B-1 (4" Thick)	120	TON	\$ 125.00	\$ 15,000.00
20	Asphalt Surface Course SC-1 (2" thick)	60	TON	\$ 175.00	\$ 10,500.00
21	Select Backfill - 610 Limestone	1,600	TON	\$ 22.00	\$ 35,200.00
23	Excess Excavation (LVM)	1,600	CY	\$ 15.00	\$ 24,000.00
23	Temporary Subbase - 610 Limestone (6in thick)	140	TON	\$ 100.00	\$ 14,000.00
25	Contingency Allowance (\$35,000.00)	1	LS	\$ 35,000.00	\$ 35,000.00
<b>TOTAL BASE BID:</b>					<b>\$ 318,750.00</b>
<b>ALTERNATE NO. 1</b>					
A9	Dig & Replace Exist Concrete storm culvert with 4'x3' Box Culvert (incl Bedding)	40	LF	\$ 1,688.00	\$ 67,520.00

SUBMITTED BY: \_\_\_\_\_ Utility Constructors, Inc. \_\_\_\_\_

ADDRESS: P.O. Box 13627 / Jackson, MS 39209

BY: *Mike Loflin* \_\_\_\_\_

DATE: 2/20/2020

NAME/TITLE: Mike Loflin, Vice President

Certificate of Responsibility No. 16721-MC \_\_\_\_\_

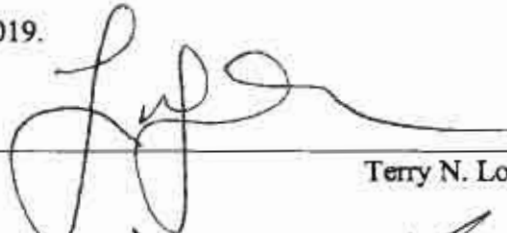
CONSENT OF THE DIRECTORS OF  
Utility Constructors, Inc.  
TO ACTION WITHOUT A MEETING  
September 18, 2019

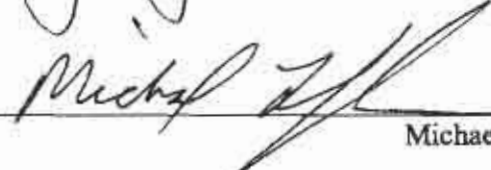
The undersigned, being all of the directors of Utility Constructors, Inc. (the "Corporation") do hereby consent to the following resolution by signing their written consent hereto:

RESOLVED, that for the next fiscal year the officers of the Corporation shall be as follows: Terry N. Lovelace, President, Michael Loflin, Vice President, and Brenda Parker, Secretary/Treasurer.

That pursuant to Section 79-4-8.21 of the Mississippi Code of 1972, as amended, all of the directors entitled to vote on the action hereinabove have signed this consent, or a duplicate thereof, evidencing their consent to the action taken, and have delivered same to the Corporation for inclusion in the minutes or filing with the corporate records.

Dated as of the 18th day of September, 2019.

  
\_\_\_\_\_  
Terry N. Lovelace

  
\_\_\_\_\_  
Michael Loflin

## CONTRACT

This Contract, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Utility Constructors, Inc., located in Jackson, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project and being more completely described in the Bid Form for the project, including Alternate No. 1.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, including Alternate No. 1, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any) Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the February 20, 2020 Bid Form, including Alternate No. 1, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Three hundred sixty-eight thousand, two hundred seventy and no/100 Dollars (\$368,270.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred sixty-eight thousand, two hundred seventy and no/100 Dollars (\$368,270.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred sixty-eight thousand, two hundred seventy and no/100 Dollars (\$368,270.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_  
Mayor

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

ATTEST \_\_\_\_\_  
City Clerk

ATTEST \_\_\_\_\_

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of the CONTRACTOR was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

Notary Seal

State of \_\_\_\_\_

My Commission Expires:



## GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

**PERFORMANCE BOND**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**

**City Project No. \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi 39205**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**City Project No. \_\_\_\_\_**

**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**  
**City Project No. \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful  
money of the United States of America, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

**City Project No. \_\_\_\_\_**

**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,  
SUBCONTRACTORS and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such Contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and  
coke, repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and for all labor,  
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ELTON ROAD AT I-55 SOUTH FRONTAGE ROAD SEWER EMERGENCY REPAIR (WARD 6)**

OFFICE OF THE CLERK/TORNEY  
2-25-20  
Elton

**WHEREAS**, a portion of a sewer main collapsed near Elton Road adjacent to the I-55 South Frontage Road within the Mississippi Department of Transportation Right of Way; and

**WHEREAS**, the collapse resulted in the discharge of raw sewage onto the I-55 South Frontage Road near Elton Road creating an environmental, human health, and public safety issue for traveling motorist; and

**WHEREAS**, because of the adverse effect on human health, the environment, and public safety, 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 has been executed with Utility Constructors, Inc, in an amount not to exceed \$12,832.00 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.

**IT IS, THEREFORE, ORDERED** that the contract with Utility Constructors, Inc. in an amount not to exceed \$12,832.00 without further authorization of the governing authorities for repairs to a collapsed sewer main for the Elton Road at I-55 South Frontage Road Sewer Emergency Repair is ratified.

Item: #50  
Date: 3-3-20

BY: MILLER, WILLIAMS, LUMUMBA

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 21, 2020**

<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 UTILITY CONSTRUCTORS, INC. FOR THE ELTON ROAD AT I-55 SOUTH FRONTAGE ROAD SEWER EMERGENCY REPAIR (WARD 6)</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 on I-55 Frontage Road near Elton Road																														
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 6																														
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: \$12,832.00																														
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"/>	Special Fund: 2018 Infrastructure Modernization Act																														
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

### Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



**Agenda Item:** Elton Road at I-55 South Frontage Road Sewer Emergency

**Item #:**

**Council Meeting:** Regular Council Meeting, March 3, 2020

**Consultant/Contractor:** N/A

**EBO Compliance Details:**

**Purpose:** Sewer Infrastructure Repair

**Cost:** \$12,832.00

**Project/Contract Type:** Sewer Repair

**Funding Source:** Special Fund: 2018 Infrastructure Modernization Act

**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 Utility Constructors, Inc, for the Elton Road at I-55 South Frontage Road Sewer 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

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1796  
Facsimile: (601) 960-1736  
2020

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE ELTON ROAD AT I-55 SOUTH FRONTAGE ROAD SEWER EMERGENCY REPAIR (WARD 6)** is legally sufficient for placement in NOVUS Agenda.

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

2/25/20  
\_\_\_\_\_  
DATE

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**


**I. REQUEST**

There are currently four sewer collapses that require immediate, emergency repair because of the danger to human health and the environment they pose. A sewer collapse at I- 55 South Frontage Road is on an 8" sewer force main that collapsed when the ground slid, damaging the sewer force main. MDOT has requested that the 8" force main to be repaired as soon as possible. This discharge is affecting business in the vicinity of this area of the I-55 South Frontage Road. A sewer main has collapsed on Livingston Road near Atley Street. The collapse is causing sewer backups into local businesses and residences. A sewer main has collapsed at 1941 Robinson Road in a residential area, which is also the headquarters for a local philanthropic organization. The collapse has required the City to set a by-pass pump to avoid a continuous sanitary sewer overflow in this residential area and prevent a sewer back up into the organization headquarters. Finally, a sewer main has collapsed at 275 Marla Avenue in a residential area. The collapse has caused sewage to flood a resident's home.

Due to location and depth of the sewer mains and due to the limited number sewer maintenance crews, City forces are not able to make the repairs. The City must hire a contractor to make these repairs in a timely manner.

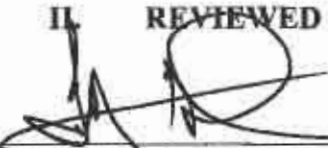
According, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the Department of Public Works to hire one or more contractors to make the necessary repairs to the collapsed sewer lines,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

1/28/2020  
\_\_\_\_\_  
DATE

**II. REVIEWED AND APPROVED**

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

1/27/2020  
\_\_\_\_\_  
DATE

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

1-29-2020  
\_\_\_\_\_  
DATE

### III. DECLARATION OF EMERGENCY

I hereby determine that the sewer line collapses at I-55 South Frontage Road, at Livingston Road near Atley Street, at 1941 Robinson Road, and at 275 Marla Avenue constitute emergencies 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 *rest*  
Mayor

1/29/2020  
DATE



## MEMORANDUM

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

**FROM:** Bill Miley, Utilities Manager *BM*

**RE:** Recommendation that Emergency Procurement Process Be Used to Make Emergency Sewer Repairs

**DATE:** January 27, 2020

The City of Jackson has several sewer emergencies that need immediate attention. The sewer collapses have resulted in unsafe conditions to the public and raw sewage discharge into City of Jackson's streets and storm sewers.

A sewer collapse at I- 55 South Frontage Road is on an 8" sewer force main that collapsed when the ground slide, damaging the sewer force main. MDOT has requested that the 8" force main to be repaired as soon as possible. This discharge is affecting business in the vicinity of this area of the I-55 South Frontage Road.

A sewer main has collapsed on Livingston Road near Atley Street. The collapse is causing sewer backups into local business and residents.

A sewer main has collapse at 1941 Robison Road in a residential area. The collapse has caused the city to have to set up by-pass pumps at two locations to avoid a continuous sanitary sewer overflow in this area.

A sewer main has collapse at 275 Marla Ave in a residential area. The collapse has caused sewer to flood the resident's home.

Due to location and depth of the sewer main, City forces are not able to make the repairs. The City must hire a contractor to make these repairs. Due to the continuing danger to the environment and human health, it is the recommendation of the Utilities Division of the Department of Public works that the emergency procurement process, Sections 31-7-1 (f) and -13 (k) of the Mississippi Code of 1972, be used to hire the contractors necessary to perform this repair work.

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

*January 27, 2020*

*Dr. Charles Williams, P.E.  
City of Jackson, Public Works Dept.  
200 S. President Street  
Jackson, MS 39205*

*Reference: 8" Force Main on Elton Road in Jackson, MS*

## **PROPOSAL FOR EMERGENCY WORK**

*Scope of work as discussed verbally in field per direction of Bill Miley:*

*Price includes all material, labor, equipment and necessary items of work as described above to make the repair.*

**Total Price     \$12,832.00**

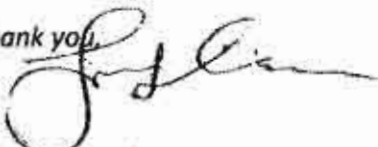
**Accepted By**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

*We appreciate the opportunity to quote you on this project.*

*Thank you,*  


*Terry N. Lovelace, President  
Mike Loflin, Vice President*

## CONTRACT

This Contract, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Utility Constructors, Inc. located in Jackson, Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the 8" Force Main on Elton Road Sewer Emergency Repair Project and being more completely described in the Bid Form for the project, including Alternate No. 1.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, including Alternate No. 1, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any) Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the February 20, 2020 Bid Form, including Alternate No. 1, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Twelve thousand, eight hundred thirty-two and no/100 Dollars (\$12,832.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twelve thousand, eight hundred thirty-two and no/100 Dollars (\$12,832.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Twelve thousand, eight hundred thirty-two and no/100 Dollars (\$12,832.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

(This portion of this page let blank intentionally)



IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_  
Mayor

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

ATTEST \_\_\_\_\_  
City Clerk

ATTEST \_\_\_\_\_

(Seal)

(Seal)

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of the CONTRACTOR was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary

Corporate Seal

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_  
ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of \_\_\_\_\_; that said firm consist of himself and \_\_\_\_\_; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public in the County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires:

Notary Seal

## GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the City of Jackson, Mississippi.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of the Bonds must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (circular 570 amended) and be authorized to transact business in the State where the project is located.

**PERFORMANCE BOND**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

**8" Force Main on Elton Road Sewer Emergency Repair Project**

**City Project No. \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi 39205**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful  
money of the United States of America, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

**City Project No. \_\_\_\_\_**

**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original  
term thereof, and any extensions thereof which may be granted by the OWNER, with or without  
notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims  
and demands incurred under such contract, and shall fully indemnify and save harmless the  
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall

reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**  
**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**  
**8" Force Main on Elton Road Sewer Emergency Repair Project**  
**City Project No. \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**CITY OF JACKSON**

**219 South President Street, P.O. Box 17, Jackson, Mississippi**

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**City Project No. \_\_\_\_\_**

**Bell St. & Lamar St. Sewer & Storm Sewer Emergency Repair Project**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor,

performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
ESTABLISHING A SEPARATE FUND FOR THE MONIES RECEIVED  
FROM HOUSE BILL 1 OF THE FIRST EXTRAORDINARY SESSION OF  
2018 KNOW AS THE MISSISSIPPI INFRASTRUCTURE  
MODERNIZATION ACT OF 2018 (ALL WARDS)**

OFFICE OF THE CITY CLERK  
2020-03-03  
2020

**WHEREAS**, during the First Extraordinary Session of the 2018 Mississippi Legislature, it passed House Bill 1, known as the Mississippi Infrastructure Modernization Act of 2018; and

**WHEREAS**, one of the purposes of the Mississippi Infrastructure Modernization Act of 2018 was to create a special fund to assist municipalities in paying costs associated with the repair, maintenance, or reconstruction of roads, streets, and bridges and also with the repair, maintenance, or other improvements to water and sewer infrastructure; and

**WHEREAS**, the City of Jackson is eligible to receive annual funding from the Mississippi Infrastructure Modernization Act of 2018; and

**WHEREAS**, to aid in the receipt, proper use, and proper accounting for such funds received from the Mississippi Infrastructure Modernization Act of 2018, it is appropriate and beneficial to create and establish a separate municipal fund into which disbursements shall be received.

**IT IS, THEREFORE, ORDERED** that all funds that have been or will be disbursed to the City of Jackson through the Mississippi Infrastructure Modernization Act of 2018 shall be deposited in a separate, segregated municipal fund of the City of Jackson.

Item: #51  
Date: 3-3-20

BY: MILLER, LUMUMBA



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 21, 2020**

<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>ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING A SEPARATE FUND FOR THE MONIES RECEIVED FROM HOUSE BILL 1 (MISSISSIPPI INFRASTRUCTURE MODERNIZATION ACT OF 2018) (ALL WARDS)</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	<b>Who will be affected</b>	Residents within the City of Jackson Corporate Limits																																													
4.	<b>Benefits</b>	Infrastructure Improvements																																													
5.	<b>Schedule (beginning date)</b>	Effective Immediately																																													
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Citywide																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	Engineering Division.																																													
8.	<b>COST</b>	No Cost																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input checked="" type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Mississippi Infrastructure Modernization Act of 2018 Funds Received in January 2020, \$441,502.19																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

**Council Agenda Item Memorandum**

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director

*Robert K. Miller 2/25/2020*

Date: February 21, 2020

**Background:**

Attached, you will find an item requesting permission to establish a separate revenue account to receive funds from the Mississippi Infrastructure Modernization Act of 2018.

The Department of Public Works approve the creation of a separate fund for infrastructure improvements. 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) 960-1750

OFFICE OF THE CITY ATTORNEY  
2/25/20

## OFFICE OF THE CITY ATTORNEY

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This **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING A SEPARATE FUND FOR THE MONIES RECEIVED FROM HOUSE BILL 1 OF THE FIRST EXTRAORDINARY SESSION OF 2018 KNOW AS THE MISSISSIPPI INFRASTRUCTURE MODERNIZATION ACT OF 2018 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



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

2/25/20

DATE

By: Representatives Gunn, Smith, To: Ways and Means  
Lamar, Busby, White, Baker,  
Scott, Sykes, Gibbs (36th),  
Mickens, Dixon, Gibbs (72nd),  
Holloway, Reynolds

HOUSE BILL NO. 1  
(As Sent to Governor)

1 AN ACT TO CREATE THE MISSISSIPPI INFRASTRUCTURE MODERNIZATION  
2 ACT OF 2018; TO AMEND SECTION 27-67-31, MISSISSIPPI CODE OF 1972,  
3 TO PROVIDE THAT A PORTION OF STATE USE TAX REVENUE SHALL BE  
4 DEPOSITED INTO SPECIAL FUNDS IN THE STATE TREASURY AND USED TO  
5 ASSIST MUNICIPALITIES AND COUNTIES IN PAYING COSTS ASSOCIATED WITH  
6 REPAIR, MAINTENANCE AND RECONSTRUCTION OF ROADS, STREETS AND  
7 BRIDGES; TO PROVIDE THAT A PORTION OF STATE USE TAX REVENUE SHALL  
8 BE DEPOSITED INTO THE LOCAL SYSTEM BRIDGE REPLACEMENT AND  
9 REHABILITATION FUND; TO AMEND SECTION 65-37-15, MISSISSIPPI CODE  
10 OF 1972, TO AUTHORIZE FUNDS IN THE LOCAL SYSTEM BRIDGE REPLACEMENT  
11 AND REHABILITATION FUND TO BE USED FOR LOCAL BRIDGES IN CERTAIN  
12 CIRCUMSTANCES; TO REQUIRE THE MISSISSIPPI DEPARTMENT OF  
13 TRANSPORTATION TO DIRECT BY WRITTEN NOTICE ANY LOCAL GOVERNING  
14 BOARDS TO CLOSE ANY BRIDGE UNDER ITS JURISDICTION THAT MUST BE  
15 CLOSED TO PREVENT THE REDUCTION IN FEDERAL TRANSPORTATION FUNDING  
16 TO THE STATE; TO IMPOSE AN ANNUAL TAX ON ELECTRIC VEHICLES AND  
17 HYBRID VEHICLES IN ADDITION TO ANY OTHER TAXES FOR WHICH THE  
18 VEHICLES ARE LIABLE; TO PROVIDE THAT THE TAX ON ELECTRIC VEHICLES  
19 AND HYBRID VEHICLES SHALL BE PAID TO THE COUNTY TAX COLLECTOR AT  
20 THE SAME TIME AND IN THE SAME MANNER AS THE ANNUAL HIGHWAY  
21 PRIVILEGE TAX IS PAID; TO PROVIDE THAT THE TAX COLLECTOR SHALL  
22 REMIT THE PROCEEDS OF THE TAXES TO THE DEPARTMENT OF REVENUE AND  
23 THAT THE DEPARTMENT SHALL APPORTION THE PROCEEDS OF THE TAXES  
24 AMONG THE VARIOUS PURPOSES SPECIFIED FOR GASOLINE AND DIESEL FUEL  
25 TAXES IN THE SAME PROPORTION THAT THOSE TAXES WERE APPORTIONED FOR  
26 THOSE PURPOSES DURING THE PREVIOUS STATE FISCAL YEAR; TO AMEND  
27 SECTION 1, CHAPTER 479, LAWS OF 2015, TO AUTHORIZE THE ISSUANCE OF  
28 ADDITIONAL REVENUE BONDS UNDER SUCH LAW AND TO PROVIDE THAT THE  
29 PROCEEDS OF THE ADDITIONAL BONDS SHALL BE DEPOSITED INTO THE  
30 EMERGENCY ROAD AND BRIDGE REPAIR FUND AND THE 2018 TRANSPORTATION  
31 AND INFRASTRUCTURE IMPROVEMENTS FUND CREATED IN THIS ACT; TO  
32 CREATE IN THE STATE TREASURY A SPECIAL FUND TO BE KNOWN AS THE  
33 "EMERGENCY ROAD AND BRIDGE REPAIR FUND"; TO PROVIDE THAT MONEY IN  
34 THE FUND SHALL BE UTILIZED BY THE MISSISSIPPI DEPARTMENT OF



35 TRANSPORTATION, WITH THE ADVICE OF THE EMERGENCY ROAD AND BRIDGE  
36 REPAIR FUND ADVISORY BOARD; TO PROVIDE FUNDING FOR EMERGENCY  
37 REPAIRS TO ROADS, STREETS AND HIGHWAYS IN THIS STATE AND EMERGENCY  
38 BRIDGE REPAIRS ON PUBLIC ROADS, STREETS AND HIGHWAYS IN THIS  
39 STATE; TO CREATE THE EMERGENCY ROAD AND BRIDGE REPAIR FUND  
40 ADVISORY BOARD AND PROVIDE FOR ITS MEMBERSHIP; TO PROVIDE THAT THE  
41 EMERGENCY ROAD AND BRIDGE REPAIR FUND ADVISORY BOARD SHALL PROVIDE  
42 NONBINDING ADVICE TO THE DEPARTMENT OF TRANSPORTATION REGARDING  
43 THE EXPENDITURE OF MONEY IN THE EMERGENCY ROAD AND BRIDGE REPAIR  
44 FUND; TO CREATE IN THE STATE TREASURY A SPECIAL FUND TO BE KNOWN  
45 AS THE "2018 TRANSPORTATION AND INFRASTRUCTURE IMPROVEMENTS FUND";  
46 TO PROVIDE THAT MONIES IN THE FUND SHALL BE FOR INFRASTRUCTURE  
47 PROJECTS AND/OR OTHER PROJECTS THAT ARE ECONOMICALLY BENEFICIAL  
48 THAT ARE OTHERWISE PROVIDED BY LAW TO BE FUNDED BY MONIES IN THIS  
49 FUND; TO AMEND SECTION 49-17-407, MISSISSIPPI CODE OF 1972, TO  
50 DELETE THE PROVISION THAT PROVIDES FOR THE ABATEMENT OF THE  
51 ENVIRONMENTAL PROTECTION FEE LEVIED ON BONDED DISTRIBUTORS OF  
52 MOTOR FUEL WHEN THE UNOBLIGATED BALANCE IN THE MISSISSIPPI  
53 GROUNDWATER PROTECTION TRUST FUND REACHES OR EXCEEDS  
54 \$10,000,000.00; TO PROVIDE THAT WHEN THE UNOBLIGATED BALANCE IN  
55 THE MISSISSIPPI GROUNDWATER PROTECTION TRUST FUND REACHES OR  
56 EXCEEDS \$10,000,000.00, THE DEPARTMENT OF REVENUE SHALL DEPOSIT  
57 THE REVENUE DERIVED FROM THE ENVIRONMENTAL PROTECTION FEE INTO THE  
58 STATE HIGHWAY FUND; TO AMEND SECTION 75-76-129, MISSISSIPPI CODE  
59 OF 1972, TO REQUIRE FEES COLLECTED THROUGH DECEMBER 31, 2028,  
60 UNDER THE GAMING CONTROL ACT AS A RESULT OF WAGERS ON SPORTING  
61 EVENTS SHALL BE DEPOSITED INTO THE STATE HIGHWAY FUND TO BE USED  
62 SOLELY FOR THE REPAIR AND MAINTENANCE OF STATE HIGHWAYS; TO AMEND  
63 SECTION 19-11-27, MISSISSIPPI CODE OF 1972, TO ALLOW COUNTY BOARDS  
64 OF SUPERVISORS TO EXPEND MONIES DURING 2019 ON DEFICIENT BRIDGES  
65 OF THE COUNTY IN THE STATE AID ROAD SYSTEM OR THE LOCAL SYSTEM  
66 ROAD PROGRAM THAT HAVE A SUFFICIENCY RATING OF LESS THAN FIFTY  
67 DURING THE LAST TERM OF OFFICE OF SUCH BOARDS; TO REQUIRE THE  
68 DEPARTMENT OF AUDIT TO AUDIT OR ENTER INTO CONTRACTS FOR A  
69 PERFORMANCE AUDIT OF ANY PROJECTS UNDER THE MISSISSIPPI DEPARTMENT  
70 OF TRANSPORTATION; AND FOR RELATED PURPOSES.

71 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

72 **SECTION 1.** Section 27-67-31, Mississippi Code of 1972, is  
73 amended as follows:

74 27-67-31. All administrative provisions of the sales tax  
75 law, and amendments thereto, including those which fix damages,  
76 penalties and interest for failure to comply with the provisions  
77 of said sales tax law, and all other requirements and duties



78 imposed upon taxpayer, shall apply to all persons liable for use  
79 taxes under the provisions of this article. The commissioner  
80 shall exercise all power and authority and perform all duties with  
81 respect to taxpayers under this article as are provided in said  
82 sales tax law, except where there is conflict, then the provisions  
83 of this article shall control.

84 The commissioner may require transportation companies to  
85 permit the examination of waybills, freight bills, or other  
86 documents covering shipments of tangible personal property into  
87 this state.

88 On or before the fifteenth day of each month, the amount  
89 received from taxes, damages and interest under the provisions of  
90 this article during the preceding month shall be paid and  
91 distributed as follows:

92 (a) On or before July 15, 1994, through July 15, 2000,  
93 and each succeeding month thereafter, two and two hundred  
94 sixty-six one-thousandths percent (2.266%) of the total use tax  
95 revenue collected during the preceding month under the provisions  
96 of this article shall be deposited in the School Ad Valorem Tax  
97 Reduction Fund created pursuant to Section 37-61-35. On or before  
98 August 15, 2000, and each succeeding month thereafter, two and two  
99 hundred sixty-six one-thousandths percent (2.266%) of the total  
100 use tax revenue collected during the preceding month under the  
101 provisions of this chapter shall be deposited into the School Ad  
102 Valorem Tax Reduction Fund created under Section 37-61-35 until



103 such time that the total amount deposited into the fund during a  
104 fiscal year equals Four Million Dollars (\$4,000,000.00).  
105 Thereafter, the amounts diverted under this paragraph (a) during  
106 the fiscal year in excess of Four Million Dollars (\$4,000,000.00)  
107 shall be deposited into the Education Enhancement Fund created  
108 under Section 37-61-33 for appropriation by the Legislature as  
109 other education needs and shall not be subject to the percentage  
110 appropriation requirements set forth in Section 37-61-33.

111 (b) On or before July 15, 1994, and each succeeding  
112 month thereafter, nine and seventy-three one-thousandths percent  
113 (9.073%) of the total use tax revenue collected during the  
114 preceding month under the provisions of this article shall be  
115 deposited into the Education Enhancement Fund created pursuant to  
116 Section 37-61-33.

117 (c) On or before July 15, 1997, and on or before the  
118 fifteenth day of each succeeding month thereafter, the revenue  
119 collected under the provisions of this article imposed and levied  
120 as a result of Section 27-65-17(2) and the corresponding levy in  
121 Section 27-65-23 on the rental or lease of private carriers of  
122 passengers and light carriers of property as defined in Section  
123 27-51-101 shall be deposited into the Motor Vehicle Ad Valorem Tax  
124 Reduction Fund created pursuant to Section 27-51-105.

125 (d) On or before July 15, 1997, and on or before the  
126 fifteenth day of each succeeding month thereafter and after the  
127 deposits required by paragraphs (a) and (b) of this section are



128 made, the remaining revenue collected under the provisions of this  
129 article imposed and levied as a result of Section 27-65-17(1) and  
130 the corresponding levy in Section 27-65-23 on the rental or lease  
131 of private carriers of passengers and light carriers of property  
132 as defined in Section 27-51-101 shall be deposited into the Motor  
133 Vehicle Ad Valorem Tax Reduction Fund created pursuant to Section  
134 27-51-105.

135           (e) On or before August 15, 2019, and each succeeding  
136 month thereafter through July 15, 2020, three and three-fourths  
137 percent (3-3/4%) of the total use tax revenue collected during the  
138 preceding month under the provisions of this article shall be  
139 deposited into the special fund created in Section 2(1) of this  
140 act. On or before August 15, 2020, and each succeeding month  
141 thereafter through July 15, 2021, seven and one-half percent  
142 (7-1/2%) of the total use tax revenue collected during the  
143 preceding month under the provisions of this article shall be  
144 deposited into the special fund created in Section 2(1) of this  
145 act. On or before August 15, 2021, and each succeeding month  
146 thereafter through July 15, 2022, eleven and one-fourth percent  
147 (11-1/4%) of the total use tax revenue collected during the  
148 preceding month under the provisions of this article shall be  
149 deposited into the special fund created in Section 2(1) of this  
150 act. On or before August 15, 2022, and each succeeding month  
151 thereafter, fifteen percent (15%) of the total use tax revenue  
152 collected during the preceding month under the provisions of this





153 article shall be deposited into the special fund created in  
154 Section 2(1) of this act.

155 (f) On or before August 15, 2019, and each succeeding  
156 month thereafter through July 15, 2020, three and three-fourths  
157 percent (3-3/4%) of the total use tax revenue collected during the  
158 preceding month under the provisions of this article shall be  
159 deposited into the special fund created in Section 2(2) of this  
160 act. On or before August 15, 2020, and each succeeding month  
161 thereafter through July 15, 2021, seven and one-half percent  
162 (7-1/2%) of the total use tax revenue collected during the  
163 preceding month under the provisions of this article shall be  
164 deposited into the special fund created in Section 2(2) of this  
165 act. On or before August 15, 2021, and each succeeding month  
166 thereafter through July 15, 2022, eleven and one-fourth percent  
167 (11-1/4%) of the total use tax revenue collected during the  
168 preceding month under the provisions of this article shall be  
169 deposited into the special fund created in Section 2(2) of this  
170 act. On or before August 15, 2022, and each succeeding month  
171 thereafter, fifteen percent (15%) of the total use tax revenue  
172 collected during the preceding month under the provisions of this  
173 article shall be deposited into the special fund created in  
174 Section 2(2) of this act.

175 (g) On or before August 15, 2019, and each succeeding  
176 month thereafter through July 15, 2020, Four Hundred Sixteen  
177 Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents



178 (\$416,666.67) or one and one-fourth percent (1-1/4%) of the total  
179 use tax revenue collected during the preceding month under the  
180 provisions of this article, whichever is the greater amount, shall  
181 be deposited into the Local System Bridge Replacement and  
182 Rehabilitation Fund created in Section 65-37-13. On or before  
183 August 15, 2020, and each succeeding month thereafter through July  
184 15, 2021, Eight Hundred Thirty-three Thousand Three Hundred  
185 Thirty-three Dollars and Thirty-four Cents (\$833,333.34) or two  
186 and one-half percent (2-1/2%) of the total use tax revenue  
187 collected during the preceding month under the provisions of this  
188 article, whichever is the greater amount, shall be deposited into  
189 the Local System Bridge Replacement and Rehabilitation Fund  
190 created in Section 65-37-13. On or before August 15, 2021, and  
191 each succeeding month thereafter through July 15, 2022, One  
192 Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) or  
193 three and three-fourths percent (3-3/4%) of the total use tax  
194 revenue collected during the preceding month under the provisions  
195 of this article, whichever is the greater amount, shall be  
196 deposited into the Local System Bridge Replacement and  
197 Rehabilitation Fund created in Section 65-37-13. On or before  
198 August 15, 2022, and each succeeding month thereafter, One Million  
199 Six Hundred Sixty-six Thousand Six Hundred Sixty-six Dollars and  
200 Sixty-seven Cents (\$1,666,666.67) or five percent (5%) of the  
201 total use tax revenue collected during the preceding month under  
202 the provisions of this article, whichever is the greater amount,



203 shall be deposited into the Local System Bridge Replacement and  
204 Rehabilitation Fund created in Section 65-37-13.

205 ( \* \* \*h) The remainder of the amount received from  
206 taxes, damages and interest under the provisions of this article  
207 shall be paid into the General Fund of the State Treasury by the  
208 commissioner.

209 **SECTION 2.** (1) (a) There is hereby created a special fund  
210 in the State Treasury. The fund shall be maintained by the State  
211 Treasurer as a separate and special fund, separate and apart from  
212 the General Fund of the state. The fund shall consist of monies  
213 deposited therein under Section 27-67-31(e) and monies from any  
214 other source designated for deposit into such fund. Monies in the  
215 fund shall be expended by the Department of Revenue to provide  
216 funds to assist municipalities in this state in paying costs  
217 associated with (i) repair, maintenance and/or reconstruction of  
218 roads, streets and bridges in municipalities and (ii) repair,  
219 maintenance and/or other improvements to water infrastructure and  
220 sewer infrastructure. Unexpended amounts remaining in the fund at  
221 the end of a fiscal year shall not lapse into the State General  
222 Fund, and any interest earned or investment earnings on amounts in  
223 the fund shall be deposited to the credit of the fund.

224 (b) (i) Subject to the provisions of this paragraph  
225 (b) and Section 4 of this act, funds provided to municipalities  
226 under this subsection (1) shall be allocated and distributed to  
227 municipalities as follows:



228                   1. Three Million Dollars (\$3,000,000.00)  
229 shall be allocated to all municipalities in equal shares, and  
230                   2. The remainder of the funds allocated as  
231 follows:  
232                   a. One-half (1/2) shall be allocated to  
233 municipalities based on the proportion that the population of a  
234 municipality according to the most recent federal decennial census  
235 bears to the total population of all municipalities in the state  
236 according to the most recent federal decennial census, and  
237                   b. One-half (1/2) shall be allocated to  
238 municipalities based on the proportion that the amount of sales  
239 tax revenue distributed to a municipality during the preceding  
240 fiscal year under Section 27-65-75(1)(a) bears to the total amount  
241 of sales tax revenue distributed to all municipalities during the  
242 preceding fiscal year under Section 27-65-75(1)(a).  
243 The Department of Revenue shall distribute funds under this  
244 subsection (1) on a semiannual basis with distributions being made  
245 in the months of January and July.  
246                   (ii) In order to be eligible to receive the full  
247 amount of funds allocated for distribution to a municipality  
248 during a year under this subsection (1), the municipality must  
249 have expended an amount not less than the amount of base  
250 expenditures during the previous municipal fiscal year for the  
251 purposes described in paragraph (a) of this subsection (1). If a  
252 municipality fails to expend such required amount, then the amount



253 of funds allocated for distribution to the municipality shall be  
254 reduced by the percentage by which the municipality failed to  
255 expend the amount of base expenditures. For the purposes of this  
256 subsection (1), "base expenditures" means the average annual  
257 expenditures made by a municipality for purposes described in  
258 paragraph (a) of this subsection (1) for the five-year period  
259 beginning October 1, 2013, and ending September 30, 2018.  
260 However, for the purposes of calculating the average annual  
261 expenditures for such five-year period, the year within the period  
262 with the highest annual expenditures for such purposes and the  
263 year within the period with the lowest annual expenditures for  
264 such purposes shall be excluded when calculating the average  
265 annual expenditures for the five-year period. Expenditure of the  
266 proceeds of bonds issued by a municipality for the purposes  
267 described in paragraph (a) of this subsection (1) shall not be  
268 considered when calculating the base period. Beginning July 1,  
269 2020, and each succeeding July 1 thereafter, the amount of the  
270 base expenditures shall be adjusted and compounded annually by  
271 increasing or decreasing such amount by a percentage amount equal  
272 to the United States inflation rate for the previous calendar year  
273 ending on December 31 as certified by the Department of Revenue.  
274 The United States inflation rate for a calendar year shall be the  
275 Consumer Price Index for the calendar year for urban consumers as  
276 calculated by the Bureau of Labor Statistics of the United States  
277 Department of Labor.



278 (c) The Department of Revenue and the Department of  
279 Audit shall have all powers necessary to ensure the proper  
280 implementation of this subsection (1).

281 (2) (a) There is hereby created a special fund in the State  
282 Treasury. The fund shall be maintained by the State Treasurer as  
283 a separate and special fund, separate and apart from the General  
284 Fund of the state. The fund shall consist of monies deposited  
285 therein under Section 27-67-31(f) and monies from any other source  
286 designated for deposit into such fund. Monies in the fund shall  
287 be expended by the Department of Revenue to provide funds to  
288 assist counties in this state in paying costs associated with the  
289 repair, maintenance and/or reconstruction of roads, streets and  
290 bridges in counties. Unexpended amounts remaining in the fund at  
291 the end of a fiscal year shall not lapse into the State General  
292 Fund, and any interest earned or investment earnings on amounts in  
293 the fund shall be deposited to the credit of the fund.

294 (b) (i) Subject to the provisions of this paragraph  
295 (b) and Section 4 of this act, funds provided to counties under  
296 this subsection (2) shall be allocated and distributed to counties  
297 in the following proportions:

298 1. One-third (1/3) shall be allocated to all  
299 counties in equal shares,

300 2. One-third (1/3) shall be allocated to  
301 counties based on the proportion that the total number of rural



302 road miles in a county bears to the total number of rural road  
303 miles in all counties of the state, and

304                   3. One-third (1/3) shall be allocated to  
305 counties based on the proportion that the rural population of a  
306 county bears to the total rural population in all counties of the  
307 state, according to the latest federal decennial census.

308 The Department of Revenue shall distribute funds under this  
309 subsection (2) on a semiannual basis with distributions being made  
310 in the months of January and July. Rural road miles and rural  
311 road population in the counties shall be determined in the same  
312 manner as they are determined for the purposes of the distribution  
313 formula in Section 65-9-3.

314                   (ii) From and after July 1, 2020, of the funds  
315 allocated for distribution to a county during a year under this  
316 subsection (2), the maximum amount of such funds that may be  
317 distributed to the county during that year shall not exceed the  
318 amount of county funds expended by the county during the previous  
319 county fiscal year for purposes described in paragraph (a) of this  
320 subsection (2). Expenditure of the proceeds of bonds issued by a  
321 county to pay costs associated with the repair, maintenance and/or  
322 reconstruction of roads, streets and bridges shall not be  
323 considered when determining the amount of county funds expended by  
324 the county during the previous county fiscal year.



325 (c) The Department of Revenue and the Department of  
326 Audit shall have all powers necessary to ensure the proper  
327 implementation of this subsection (2).

328 **SECTION 3.** Section 65-37-15, Mississippi Code of 1972, is  
329 amended as follows:

330 65-37-15. Notwithstanding any other provisions of this  
331 chapter, when all deficient bridges of a county which have a  
332 sufficiency rating of less than fifty (50) have been replaced or  
333 are under contract for replacement or rehabilitation, then monies  
334 in the Local System Bridge Replacement and Rehabilitation Fund  
335 created under Section 65-37-13, that are allocated to a particular  
336 county may be expended for (a) the purpose of paying the  
337 principal, interest and debt service on any bonds, notes or  
338 obligations issued or incurred by that county before the effective  
339 date of this chapter for the purpose of replacing or  
340 rehabilitating any bridge or drainage-related structure on any  
341 highway, road or street under the jurisdiction of that county, (b)  
342 on bridges in the State Aid Road System, or (c) if bridges in the  
343 State Aid Road System of that county are in sufficient repair,  
344 such monies may be utilized for the repair of roads on the State  
345 Aid Road System or local system roads, upon presentation to the  
346 State Aid Engineer of a resolution duly adopted and entered on the  
347 minutes of the board of supervisors of such county requesting such  
348 expenditure and reciting in the resolution such information as may  
349 be necessary for the State Aid Engineer to determine that the





350 county is eligible for expenditure of funds under the provisions  
351 of this section.

352        SECTION 4. When any governing board of a political  
353 subdivision of the state or the governing board of a municipality  
354 must physically close a bridge or bridges under its jurisdiction  
355 in order for the state, a political subdivision of the state  
356 and/or a municipality of the state to receive or continue to  
357 receive federal transportation funding, the Mississippi Department  
358 of Transportation shall direct by written notice such governing  
359 board to physically close the bridge or bridges within sixty (60)  
360 days of the receipt of such notice. The governing board shall  
361 retain jurisdiction of such bridge or bridges and is responsible  
362 for all costs associated with the closed bridge or bridges,  
363 including closure and maintenance costs. Any such bridge or  
364 bridges shall remain closed until the bridge is able to be  
365 reopened in a condition that does not reduce the amount that the  
366 state, a political subdivision of the state and/or a municipality  
367 of the state shall receive or continue to receive in federal  
368 transportation funding. Any political subdivision of the state or  
369 municipality of the state whose governing board fails to comply  
370 with the directive provided under this section shall not be  
371 eligible for funding provided under Section 2 of this act and  
372 shall remain ineligible until the governing board is in compliance  
373 with such directive.



374        **SECTION 5.** (1) For the purposes of this section, the term  
375 "electric vehicle" means a vehicle that is powered solely by an  
376 electric motor drawing current from rechargeable batteries, fuel  
377 cells, or other portable sources of electrical current, is  
378 manufactured primarily for use on public streets, roads and  
379 highways, and is required to have a license tag under Section  
380 27-19-1 et seq., for operation on public streets, roads and  
381 highways.

382        (2) (a) There is imposed an annual tax on each electric  
383 vehicle, which shall be in addition to any other taxes for which  
384 the vehicle is liable. The tax shall be paid to the county tax  
385 collector at the same time and in the same manner as the annual  
386 highway privilege tax is paid. The amount of the tax shall be One  
387 Hundred Fifty Dollars (\$150.00).

388        (b) Beginning July 1, 2021, and each succeeding July 1  
389 thereafter, the rate of the tax imposed under this section and in  
390 effect at the end of the preceding state fiscal year shall be  
391 adjusted by increasing the tax by a percentage amount equal to the  
392 United States inflation rate for the previous calendar year ending  
393 on December 31 as certified by the Department of Finance and  
394 Administration. The United States inflation rate for a calendar  
395 year shall be the Consumer Price Index for the calendar year for  
396 urban consumers as calculated by the Bureau of Labor Statistics of  
397 the United States Department of Labor. In adjusting the amount of



398 the tax, amounts equal to or greater than Fifty Cents (50¢) shall  
399 be rounded to the next highest whole dollar.

400 (3) The tax collector shall have a special designation for  
401 electric vehicles in the vehicle records of the tax collector's  
402 office so that the owners of electric vehicles will be provided  
403 with the proper forms for paying the tax imposed by this section.

404 (4) The tax collector shall remit the proceeds of the tax  
405 collected under this section to the Department of Revenue, and the  
406 department shall apportion the proceeds of the tax among the  
407 various purposes specified in Section 27-5-101 for gasoline and  
408 diesel fuel taxes in the same proportion that those taxes were  
409 apportioned for those purposes during the previous state fiscal  
410 year and such funds shall be used solely for the repair and  
411 maintenance of roads, streets and bridges.

412 (5) The Department of Revenue shall have all of the power  
413 and authority that it has for enforcement of the motor vehicle  
414 privilege tax laws (Section 27-19-1 et seq.) to enforce the  
415 provisions of this section. The Commissioner of Revenue may adopt  
416 any rules or regulations that he deems necessary for the proper  
417 administration of this section.

418 **SECTION 6.** (1) For the purposes of this section, the term  
419 "hybrid vehicle" means a vehicle that utilizes more than one (1)  
420 form of onboard energy to achieve propulsion, is manufactured  
421 primarily for use on public streets, roads and highways, and is



422 required to have a license tag under Section 27-19-1 et seq., for  
423 operation on public streets, roads and highways.

424 (2) (a) There is imposed an annual tax on each hybrid  
425 vehicle, which shall be in addition to any other taxes for which  
426 the vehicle is liable. The tax shall be paid to the county tax  
427 collector at the same time and in the same manner as the annual  
428 highway privilege tax is paid. The amount of the tax shall be  
429 Seventy-five Dollars (\$75.00).

430 (b) Beginning July 1, 2021, and each succeeding July 1  
431 thereafter, the rate of the tax imposed under this section and in  
432 effect at the end of the preceding state fiscal year shall be  
433 adjusted by increasing the tax by a percentage amount equal to the  
434 United States inflation rate for the previous calendar year ending  
435 on December 31 as certified by the Department of Finance and  
436 Administration. The United States inflation rate for a calendar  
437 year shall be the Consumer Price Index for the calendar year for  
438 urban consumers as calculated by the Bureau of Labor Statistics of  
439 the United States Department of Labor. In adjusting the amount of  
440 the tax, amounts equal to or greater than Fifty Cents (50¢) shall  
441 be rounded to the next highest whole dollar.

442 (3) The tax collector shall have a special designation for  
443 hybrid vehicles in the vehicle records of the tax collector's  
444 office so that the owners of hybrid vehicles will be provided with  
445 the proper forms for paying the tax imposed by this section.



446 (4) The tax collector shall remit the proceeds of the tax  
447 collected under this section to the Department of Revenue, and the  
448 department shall apportion the proceeds of the tax among the  
449 various purposes specified in Section 27-5-101 for gasoline and  
450 diesel fuel taxes in the same proportion that those taxes were  
451 apportioned for those purposes during the previous state fiscal  
452 year and such funds shall be used solely for the repair and  
453 maintenance of roads, streets and bridges.

454 (5) The Department of Revenue shall have all of the power  
455 and authority that it has for enforcement of the motor vehicle  
456 privilege tax laws (Section 27-19-1 et seq.) to enforce the  
457 provisions of this section. The Commissioner of Revenue may adopt  
458 any rules or regulations that he deems necessary for the proper  
459 administration of this section.

460 **SECTION 7.** Section 1, Chapter 479, Laws of 2015, is amended  
461 as follows:

462 Section 1. (1) As used in this section, the following words  
463 shall have the meanings ascribed herein unless the context clearly  
464 requires otherwise:

465 (a) "Accreted value" of any bond means, as of any date  
466 of computation, an amount equal to the sum of (i) the stated  
467 initial value of such bond, plus (ii) the interest accrued thereon  
468 from the issue date to the date of computation at the rate,  
469 compounded semiannually, that is necessary to produce the



470 approximate yield to maturity shown for bonds of the same  
471 maturity.

472 (b) "State" means the State of Mississippi.

473 (c) "Commission" means the State Bond Commission.

474 (2) (a) (i) A special fund, to be designated the "2015  
475 Mississippi Deficient Bridge and State Aid Road Supplemental Fund"  
476 is created within the State Treasury. The fund shall be  
477 maintained by the State Treasurer as a separate and special fund,  
478 separate and apart from the General Fund of the state. Unexpended  
479 amounts remaining in the fund at the end of a fiscal year shall  
480 not lapse into the State General Fund, and any interest earned or  
481 investment earnings on amounts in the fund shall be deposited into  
482 such fund.

483 (ii) Monies deposited into the fund shall be  
484 disbursed as follows:

485 1. Eighteen Million Dollars (\$18,000,000.00)  
486 shall be utilized by the Department of Transportation to construct  
487 a bridge extending the I-20 South Frontage Road, running parallel  
488 to Old Highway 27, over the railroad in Vicksburg, Mississippi.

489 2. Twenty Million Dollars (\$20,000,000.00)  
490 shall be deposited into the State Aid Road Fund.

491 3. The remainder shall be utilized, in the  
492 discretion of the Mississippi Transportation Commission, to pay  
493 the costs of repair, rehabilitation, replacement, construction  
494 and/or reconstruction of the bridges on state maintained highways



495 that are on a list of deficient bridges compiled by the  
496 Mississippi Department of Transportation as of July 1, 2015.  
497 Bridges on the list will be determined based on National Bridge  
498 Inspection Standards set by the Federal Highway Administration.  
499 In expending the funds authorized in this item 3, the Mississippi  
500 Transportation Commission should give preference to bridges within  
501 and approaching those counties in this state where legal gaming is  
502 being conducted or is authorized.

503 (b) Amounts deposited into such special fund shall be  
504 disbursed to pay the costs of the projects described in paragraph  
505 (a) of this subsection. Promptly after the commission has  
506 certified, by resolution duly adopted, that the projects described  
507 in paragraph (a) of this subsection shall have been completed,  
508 abandoned, or cannot be completed in a timely fashion, any amounts  
509 remaining in such special fund shall be applied to pay debt  
510 service on the bonds issued under this section, in accordance with  
511 the proceedings authorizing the issuance of such bonds and as  
512 directed by the commission.

513 (c) The Mississippi Transportation Commission is  
514 expressly authorized and empowered to receive and expend any local  
515 or other source funds in connection with the expenditure of funds  
516 provided for in this subsection. The expenditure of monies  
517 deposited into the special fund shall be under the direction of  
518 the Mississippi Transportation Commission, and such funds shall be  
519 paid by the State Treasurer upon warrants issued by the Department



520 of Finance and Administration, which warrants shall be issued upon  
521 requisitions signed by the Executive Director of the Mississippi  
522 Department of Transportation, or his designee.

523 (3) For the purpose of providing for the payment of the  
524 principal of and interest upon bonds issued under this section,  
525 there is created a special bond sinking fund in the State  
526 Treasury. The special bond sinking fund shall consist of the  
527 monies deposited into the fund under Section 75-76-129,  
528 Mississippi Code of 1972, and such other amounts as may be paid  
529 into such fund by appropriation or other authorization by the  
530 Legislature. Except as otherwise provided in this section, monies  
531 in the special bond sinking fund shall be used to pay the debt  
532 service requirements of the bonds issued under this section. If  
533 the special bond sinking fund has a balance in excess of the  
534 amount needed to pay the next maximum annual debt service  
535 requirement of the bonds issued under this section, the excess  
536 monies may be transferred into the Gaming Counties State Assisted  
537 Infrastructure Fund created in Section 65-39-17, Mississippi Code  
538 of 1972. Unexpended amounts remaining in the special bond sinking  
539 fund at the end of a fiscal year shall not lapse into the State  
540 General Fund, and any interest earned or investment earnings on  
541 amounts in the special bond sinking fund shall be deposited into  
542 such sinking fund.

543 (4) (a) The commission, at one time, or from time to time,  
544 may declare by resolution the necessity for issuance of revenue





545 bonds of the State of Mississippi to provide funds for all costs  
546 incurred or to be incurred for the purposes described in  
547 subsection (2) of this section, to provide funds for the Emergency  
548 Road and Bridge Repair Fund created in Section 8 of this act  
549 and/or to provide funds for the 2018 Transportation and  
550 Infrastructure Improvements Fund created in Section 9 of this act.  
551 Upon the adoption of a resolution by the Mississippi  
552 Transportation Commission, declaring the necessity for the  
553 issuance of any part or all of the revenue bonds authorized by  
554 this subsection, the Mississippi Transportation Commission shall  
555 deliver a certified copy of its resolution or resolutions to the  
556 commission. Upon receipt of such resolution, the commission, in  
557 its discretion, may act as the issuing agent, prescribe the form  
558 of the bonds, determine the appropriate method for sale of the  
559 bonds, advertise for and accept bids or negotiate the sale of the  
560 bonds, issue and sell the bonds so authorized to be sold, and do  
561 any and all other things necessary and advisable in connection  
562 with the issuance and sale of such bonds. The total amount of  
563 bonds issued under this section shall not exceed \* \* \* Five  
564 Hundred Million Dollars (\$500,000,000.00); however, of the  
565 additional bonds authorized under this section, as amended by this  
566 act, not more than Two Hundred Fifty Million Dollars  
567 (\$250,000,000.00) of such bonds may be issued for the purpose of  
568 providing funds for the Emergency Road and Bridge Repair Fund  
569 created in Section 8 of this act, and not more than Fifty Million



570 Dollars (\$50,000,000.00) of such bonds may be issued for the  
571 purpose of providing funds for the 2018 Transportation and  
572 Infrastructure Improvements Fund created in Section 9 of this act.

573 (b) Any investment earnings on amounts deposited into  
574 the special fund created in subsection (2) of this section shall  
575 be used to pay debt service on bonds issued under this section, in  
576 accordance with the proceedings authorizing issuance of such  
577 bonds.

578 (5) The principal of and interest on the bonds authorized  
579 under this section shall be payable in the manner provided in this  
580 subsection. Such bonds shall bear such date or dates, be in such  
581 denomination or denominations, bear interest at such rate or rates  
582 (not to exceed the limits set forth in Section 75-17-101,  
583 Mississippi Code of 1972), be payable at such place or places  
584 within or without the State of Mississippi, shall mature  
585 absolutely at such time or times not to exceed twenty (20) years  
586 from date of issue, be redeemable before maturity at such time or  
587 times and upon such terms, with or without premium, shall bear  
588 such registration privileges, and shall be substantially in such  
589 form, all as shall be determined by resolution of the commission.

590 (6) The bonds authorized by this section shall be signed by  
591 the chairman of the commission, or by his facsimile signature, and  
592 the official seal of the commission shall be affixed thereto,  
593 attested by the secretary of the commission. The interest  
594 coupons, if any, to be attached to such bonds may be executed by



595 the facsimile signatures of such officers. Whenever any such  
596 bonds shall have been signed by the officials designated to sign  
597 the bonds who were in office at the time of such signing but who  
598 may have ceased to be such officers before the sale and delivery  
599 of such bonds, or who may not have been in office on the date such  
600 bonds may bear, the signatures of such officers upon such bonds  
601 and coupons shall nevertheless be valid and sufficient for all  
602 purposes and have the same effect as if the person so officially  
603 signing such bonds had remained in office until their delivery to  
604 the purchaser, or had been in office on the date such bonds may  
605 bear. However, notwithstanding anything herein to the contrary,  
606 such bonds may be issued as provided in the Registered Bond Act of  
607 the State of Mississippi.

608 (7) All bonds and interest coupons issued under the  
609 provisions of this section have all the qualities and incidents of  
610 negotiable instruments under the provisions of the Uniform  
611 Commercial Code, and in exercising the powers granted by this  
612 section, the commission shall not be required to and need not  
613 comply with the provisions of the Uniform Commercial Code.

614 (8) The commission shall act as issuing agent for the bonds  
615 authorized under this section, prescribe the form of the bonds,  
616 determine the appropriate method for sale of the bonds, advertise  
617 for and accept bids or negotiate the sale of the bonds, issue and  
618 sell the bonds so authorized to be sold, pay all fees and costs  
619 incurred in such issuance and sale, and do any and all other



620 things necessary and advisable in connection with the issuance and  
621 sale of such bonds. The commission is authorized and empowered to  
622 pay the costs that are incident to the sale, issuance and delivery  
623 of the bonds authorized under this section from the proceeds  
624 derived from the sale of such bonds. The commission may sell such  
625 bonds on sealed bids at public sale or may negotiate the sale of  
626 the bonds for such price as it may determine to be for the best  
627 interest of the State of Mississippi. All interest accruing on  
628 such bonds so issued shall be payable semiannually or annually.

629 If such bonds are sold by sealed bids at public sale, notice  
630 of the sale shall be published at least one time, not less than  
631 ten (10) days before the date of sale, and shall be so published  
632 in one or more newspapers published or having a general  
633 circulation in the City of Jackson, Mississippi, selected by the  
634 commission.

635 The commission, when issuing any bonds under the authority of  
636 this section, may provide that bonds, at the option of the State  
637 of Mississippi, may be called in for payment and redemption at the  
638 call price named therein and accrued interest on such date or  
639 dates named therein.

640 (9) The bonds issued under the provisions of this section  
641 shall be revenue bonds of the state, the principal of and interest  
642 on which shall be payable solely from and shall be secured by the  
643 special bond sinking fund created in subsection (3) of this  
644 section. The bonds shall never constitute an indebtedness of the



645 state within the meaning of any state constitutional provision or  
646 statutory limitation, and shall never constitute or give rise to a  
647 pecuniary liability of the state, or a charge against its general  
648 credit or taxing powers, and such fact shall be plainly stated on  
649 the face of each such bond. The bonds shall not be considered  
650 when computing any limitation of indebtedness of the state. All  
651 bonds issued under the authority of this section and all interest  
652 coupons applicable thereto shall be construed to be negotiable  
653 instruments, despite the fact that they are payable solely from a  
654 specified source.

655       (10) Except as otherwise provided in this section, upon the  
656 issuance and sale of bonds under the provisions of this section,  
657 the commission shall transfer the proceeds of any such sale or  
658 sales to the special fund created in subsection (2) of this  
659 section. The proceeds of such bonds shall be disbursed solely  
660 upon the order of the Mississippi Transportation Commission under  
661 such restrictions, if any, as may be contained in the resolution  
662 providing for the issuance of the bonds. Upon the issuance and  
663 sale of the additional bonds authorized under this section, as  
664 amended by this act, the commission shall transfer not more than  
665 Fifty Million Dollars (\$50,000,000.00) of the proceeds of any such  
666 sale to the 2018 Transportation and Infrastructure Improvements  
667 Fund created in Section 9 of this act and shall transfer not more  
668 than Two Hundred Fifty Million Dollars (\$250,000,000.00) of the



669 proceeds of any such sale to the Emergency Road and Bridge Repair  
670 Fund created in Section 8 of this act.

671 (11) The bonds authorized under this section may be issued  
672 without any other proceedings or the happening of any other  
673 conditions or things other than those proceedings, conditions and  
674 things which are specified or required by this section. Any  
675 resolution providing for the issuance of bonds under the  
676 provisions of this section shall become effective immediately upon  
677 its adoption by the commission, and any such resolution may be  
678 adopted at any regular or special meeting of the commission by a  
679 majority of its members.

680 (12) The bonds authorized under the authority of this  
681 section may be validated in the Chancery Court of the First  
682 Judicial District of Hinds County, Mississippi, in the manner and  
683 with the force and effect provided by Chapter 13, Title 31,  
684 Mississippi Code of 1972, for the validation of county, municipal,  
685 school district and other bonds. The notice to taxpayers required  
686 by such statutes shall be published in a newspaper published or  
687 having a general circulation in the City of Jackson, Mississippi.

688 (13) Any holder of bonds issued under the provisions of this  
689 section or of any of the interest coupons pertaining thereto may,  
690 either at law or in equity, by suit, action, mandamus or other  
691 proceeding, protect and enforce any and all rights granted under  
692 this section, or under such resolution, and may enforce and compel  
693 performance of all duties required by this section to be



694 performed, in order to provide for the payment of bonds and  
695 interest thereon.

696 (14) All bonds issued under the provisions of this section  
697 shall be legal investments for trustees and other fiduciaries, and  
698 for savings banks, trust companies and insurance companies  
699 organized under the laws of the State of Mississippi, and such  
700 bonds shall be legal securities which may be deposited with and  
701 shall be received by all public officers and bodies of this state  
702 and all municipalities and political subdivisions for the purpose  
703 of securing the deposit of public funds.

704 (15) Bonds issued under the provisions of this section and  
705 income therefrom shall be exempt from all taxation in the State of  
706 Mississippi.

707 (16) The proceeds of the bonds issued under this section  
708 shall be used solely for the purposes herein provided, including  
709 the costs incident to the issuance and sale of such bonds.

710 (17) The State Treasurer is authorized, without further  
711 process of law, to certify to the Department of Finance and  
712 Administration the necessity for warrants, and the Department of  
713 Finance and Administration is authorized and directed to issue  
714 such warrants, in such amounts as may be necessary to pay when due  
715 the principal of, premium, if any, and interest on, or the  
716 accreted value of, all bonds issued under this section; and the  
717 State Treasurer shall forward the necessary amount to the  
718 designated place or places of payment of such bonds in ample time



719 to discharge such bonds, or the interest thereon, on the due dates  
720 thereof.

721 (18) This section shall be deemed to be full and complete  
722 authority for the exercise of the powers herein granted, but this  
723 section shall not be deemed to repeal or to be in derogation of  
724 any existing law of this state.

725 **SECTION 8.** (1) There is created in the State Treasury a  
726 special fund to be known as the "Emergency Road and Bridge Repair  
727 Fund," into which shall be deposited money appropriated by the  
728 Legislature or otherwise made available in any manner, and funds  
729 from any other source designated for deposit into such fund.  
730 Unexpended amounts remaining in the fund at the end of a fiscal  
731 year shall not lapse into the State General Fund and any interest  
732 earned or investment earnings on amounts in the fund shall be  
733 deposited into the fund. The expenditure of money deposited into  
734 the fund shall be under the direction of the Mississippi  
735 Department of Transportation, and such funds shall be paid by the  
736 Mississippi Department of Transportation upon warrants issued by  
737 the Department of Finance and Administration.

738 (2) Money in the fund shall be utilized by the Mississippi  
739 Department of Transportation, with the advice of the Emergency  
740 Road and Bridge Repair Fund Advisory Board, to provide funding for  
741 emergency repairs to roads, streets and highways in this state and  
742 emergency bridge repairs on public roads, streets and highways in  
743 this state, as determined by a unanimous vote of the Mississippi





744 Transportation Commission. However, before the expenditure of  
745 money in the fund, the department shall promulgate rules and  
746 regulations as authorized in subsection (3) of this section.

747 (3) (a) There is created the Emergency Road and Bridge  
748 Repair Fund Advisory Board which shall consist of the following  
749 members:

750 (i) The President and Chief Executive Officer of  
751 the Mississippi Economic Council;

752 (ii) The President and Chief Executive Officer of  
753 the Mississippi Manufacturers Association;

754 (iii) The President of the Mississippi Farm Bureau  
755 Federation;

756 (iv) The President of the Mississippi Poultry  
757 Association;

758 (v) The President of the Mississippi Trucking  
759 Association;

760 (vi) The Executive Director of the Mississippi  
761 Association of Supervisors;

762 (vii) The Executive Director of the Mississippi  
763 Municipal League;

764 (viii) The Executive Vice President of the  
765 Mississippi Cattlemen's Association;

766 (ix) The Executive Director of the Mississippi  
767 Loggers Association; and



768 (x) The Executive Director of the American Council  
769 of Engineering Companies-Mississippi.

770 (b) The Governor shall appoint the chairman of the  
771 board and the board shall elect such other officers as it  
772 considers necessary from among its members.

773 (c) A majority of the members of the board shall  
774 constitute a quorum for the conduct of meetings and all actions of  
775 the board shall be by a majority vote. No compensation, per diem  
776 or mileage expense shall be provided board members.

777 (d) The Governor's office shall provide any necessary  
778 administrative support to the board.

779 (e) The board shall meet at least quarterly to conduct  
780 business.

781 (f) The board shall provide nonbinding advice to the  
782 Department of Transportation regarding the expenditure of money in  
783 the Emergency Road and Bridge Repair Fund.

784 (4) The Mississippi Department of Transportation shall have  
785 all powers necessary to implement and administer the program  
786 established under this section, and the department shall  
787 promulgate rules and regulations, in accordance with the  
788 Mississippi Administrative Procedures Law, necessary for the  
789 implementation of this section.

790 **SECTION 9.** A special fund, to be designated the "2018  
791 Transportation and Infrastructure Improvements Fund," is created  
792 within the State Treasury, which shall consist of funds made



793 available by the Legislature in any manner and funds from any  
794 other source designated for deposit into such fund. The fund  
795 shall be maintained by the State Treasurer as a separate and  
796 special fund, separate and apart from the General Fund of the  
797 state. Unexpended amounts remaining in the fund at the end of a  
798 fiscal year shall not lapse into the State General Fund, and any  
799 interest earned or investment earnings on amounts in the fund  
800 shall be deposited into such fund. Monies deposited into the fund  
801 shall be expended, upon appropriation by the Legislature, for  
802 infrastructure projects and/or other projects that are  
803 economically beneficial that are otherwise provided by law to be  
804 funded by monies in this fund.

805       **SECTION 10.** Section 49-17-407, Mississippi Code of 1972, is  
806 amended as follows:

807       49-17-407. (1) (a) An environmental protection fee of  
808 Four-tenths of One Cent (4/10 of 1¢) per gallon is hereby levied  
809 upon any bonded distributor, as defined by Sections 49-17-401  
810 through 49-17-433, who sells or delivers motor fuels to a retailer  
811 or user in this state.

812       (b) Every person, other than a bonded distributor, who  
813 shall purchase or acquire motor fuels within this state on which  
814 the environmental protection fee has not accrued, shall be liable  
815 for the environmental protection fee.

816       (c) The environmental protection fee shall be imposed  
817 only one (1) time on motor fuels sold in the state.



818 (d) The environmental protection fee shall be collected  
819 by the \* \* \* Department of Revenue and shall be designated  
820 separately from the excise taxes on fuels.

821 (e) Any person liable for the environmental protection  
822 fee shall be subject to the same requirements and penalties as  
823 distributors under the provisions of the Mississippi Special Fuel  
824 Tax Law.

825 (f) Any person liable for the environmental protection  
826 fee shall file a report and remit any fees due at the same time  
827 provided for filing reports under Section 27-55-523, on forms  
828 prescribed by the \* \* \* Department of Revenue.

829 (g) The \* \* \* Department of Revenue is hereby  
830 authorized and empowered to promulgate all rules and regulations  
831 necessary for the administration of the environmental protection  
832 fee.

833 (2) (a) On or before the fifteenth day of each month the  
834 environmental protection fees collected during the previous month  
835 shall be deposited into the Mississippi Groundwater Protection  
836 Trust Fund established in Section 49-17-405. When the unobligated  
837 balance in the fund reaches or exceeds Ten Million Dollars  
838 (\$10,000,000.00), the administrator of the fund shall notify in  
839 writing the \* \* \* Department of Revenue no later than the  
840 twenty-fifth day of the month \* \* \* to revise the distribution of  
841 the environmental protection fee and the Department of Revenue  
842 shall deposit the fee into the State Highway Fund. Such



843 distribution shall become effective on the last day of the month  
844 succeeding the month in which such notice was given. All  
845 environmental protection fees accrued shall be reported and paid.

846 (b) When the fund balance is reduced below Six Million  
847 Dollars (\$6,000,000.00), the fee shall again be \* \* \* deposited  
848 into the Mississippi Groundwater Protection Trust Fund until such  
849 time as the fund shall reach or exceed Ten Million Dollars  
850 (\$10,000,000.00). The administrator of the fund shall notify, no  
851 later than the twenty-fifth day of the month, the \* \* \* Department  
852 of Revenue to \* \* \* deposit the environmental protection fee \* \* \*  
853 into the Mississippi Groundwater Protection Trust Fund and such  
854 distribution shall become effective on the first day of the second  
855 month succeeding the month in which the notice to \* \* \* deposit  
856 the fee into the fund was given.

857 (3) This fund shall be used for the purposes set forth in  
858 Sections 49-17-401 through 49-17-435 and for no other governmental  
859 purposes, nor shall any portion hereof ever be available to borrow  
860 from by any branch of government; it being the intent of the  
861 Legislature that this fund and its increments shall remain intact  
862 and inviolate. Any interest earned on monies in this fund shall  
863 remain in this fund.

864 (4) Monies held in the fund established under Sections  
865 49-17-401 through 49-17-435 shall be used only at an active site  
866 and shall be disbursed in accordance with the commission  
867 requirements and as follows:



868           (a) Payments shall be made to any third party who  
869 brings a third-party claim against any owner of an underground  
870 storage tank and the commission as trustee of the Mississippi  
871 Groundwater Protection Trust Fund and who obtains a final judgment  
872 in such action which is valid and enforceable in this state  
873 against such parties. Payment shall be paid to the third party  
874 upon filing by such party an application with the department  
875 attaching the original or a certified copy of the final judgment.

876           (b) Payments shall be made in reasonable amounts to  
877 approved response action contractors and other parties involved in  
878 the site study and cleanup. Payment shall be made to the party  
879 incurring the costs by filing of a sworn application with the  
880 department indicating the fair and reasonable value of the costs  
881 of site rehabilitation, subject to the regulations and limitations  
882 as set by the department.

883           (5) Payments from the fund are limited as follows:

884           (a) For cleanup purposes, a maximum of One Million Five  
885 Hundred Thousand Dollars (\$1,500,000.00) may be disbursed from the  
886 fund for any one (1) site, per confirmed release occurrence.

887           (b) For third-party judgments, a maximum of One Million  
888 Dollars (\$1,000,000.00) may be disbursed from the fund for any one  
889 (1) site, per confirmed release occurrence.

890           (c) Nothing in Sections 49-17-401 through 49-17-435  
891 shall establish or create any liability or responsibility on the  
892 part of the department or the State of Mississippi to pay any



893 cleanup costs or third-party claims if the fund created herein is  
894 insufficient to do so.

895 (6) Monies held in the fund established under Sections  
896 49-17-401 through 49-17-435 shall not be used for purchases of  
897 equipment needed to assist in cleanup operations.

898 (7) Nothing in Sections 49-17-401 through 49-17-435 shall  
899 serve to limit any recovery against an owner of an underground  
900 storage tank in excess of the fund payment limits established  
901 under this section.

902 (8) Substantial compliance shall in no way be construed to  
903 be an absolute defense to civil liability.

904 **SECTION 11.** Section 75-76-129, Mississippi Code of 1972, is  
905 amended as follows:

906 [Through June 30, 2028, this section shall read as follows:]

907 75-76-129. (1) On or before the last day of each month all  
908 taxes, fees, interest, penalties, damages, fines or other monies  
909 collected by the Department of Revenue during that month under the  
910 provisions of this chapter, with the exception of (a) the local  
911 government fees imposed under Section 75-76-195, and (b) an amount  
912 equal to Three Million Dollars (\$3,000,000.00) of the revenue  
913 collected pursuant to the fee imposed under Section  
914 75-76-177(1)(c), and (c) the revenue collected pursuant to the fee  
915 imposed under Section 75-76-177(1)(c) as a result of wagers on  
916 sporting events shall be paid by the Department of Revenue to the  
917 State Treasurer to be deposited in the State General Fund. The



918 local government fees shall be distributed by the Department of  
919 Revenue pursuant to Section 75-76-197.

920 (2) An amount equal to Three Million Dollars (\$3,000,000.00)  
921 of the revenue collected during that month pursuant to the fee  
922 imposed under Section 75-76-177(1)(c) shall be deposited by the  
923 Department of Revenue into the bond sinking fund created in  
924 Section 1(3) of Chapter 479, Laws of 2015.

925 (3) Revenue collected pursuant to the fee imposed under  
926 Section 75-76-177(1)(c) as a result of wagers on sporting events  
927 shall be deposited into the State Highway Fund to be used solely  
928 for the repair and maintenance of highways and bridges of the  
929 State of Mississippi. This revenue shall be used first for  
930 matching funds made available to the state for such purposes  
931 pursuant to any federal highway infrastructure program implemented  
932 after September 1, 2018.

933 **[From and after July 1, 2028, this section shall read as**  
934 **follows:]**

935 75-76-129. On or before the last day of each month all  
936 taxes, fees, interest, penalties, damages, fines or other monies  
937 collected by the Department of Revenue during that month under the  
938 provisions of this chapter, with the exception of (a) the local  
939 government fees imposed under Section 75-76-195, and (b) an amount  
940 equal to Three Million Dollars (\$3,000,000.00) of the revenue  
941 collected pursuant to the fee imposed under Section  
942 75-76-177(1)(c) shall be paid by the Department of Revenue to the





943 State Treasurer to be deposited in the State General Fund. The  
944 local government fees shall be distributed by the Department of  
945 Revenue pursuant to Section 75-76-197. An amount equal to Three  
946 Million Dollars (\$3,000,000.00) of the revenue collected during  
947 that month pursuant to the fee imposed under Section  
948 75-76-177(1)(c) shall be deposited by the Department of Revenue  
949 into the bond sinking fund created in Section 1(3) of Chapter 479,  
950 Laws of 2015.

951 **SECTION 12.** Section 19-11-27, Mississippi Code of 1972, is  
952 amended as follows:

953 19-11-27. No board of supervisors of any county shall expend  
954 from, or contract an obligation against, the budget estimates for  
955 road and bridge construction, maintenance and equipment, made and  
956 published by it during the last year of the term of office of such  
957 board, between the first day of October and the first day of the  
958 following January, a sum exceeding one-fourth (1/4) of such item  
959 of the budget made and published by it, except in cases of  
960 emergency. The clerk of any county is prohibited from issuing any  
961 warrant contrary to the provisions of this section. No board of  
962 supervisors nor any member thereof shall buy any machinery or  
963 equipment in the last six (6) months of their or his term unless  
964 or until he has been elected at the general election of that year.  
965 The provisions of this section shall not apply to expenditures  
966 during calendar year 2019 on deficient bridges in the State Aid  
967 Road System or the Local System Road Program that have a



968 sufficiency rating of less than fifty (50) or to a contract, lease  
969 or lease-purchase contract executed pursuant to the bidding  
970 requirements in Section 31-7-13 and approved by a unanimous vote  
971 of the board. Such unanimous vote shall include a statement  
972 indicating the board's proclamation that the award of the contract  
973 is essential to the efficiency and economy of the operation of the  
974 county government.

975       **SECTION 13.** The Department of Audit shall conduct and/or  
976 enter into contracts for a performance audit of any projects under  
977 the Mississippi Department of Transportation. In addition to  
978 other factors, the audit shall assess the effect of engineering  
979 fees on projects and whether the fees are excessive. The  
980 performance audit shall be completed by not later than December  
981 31, 2019. The Department of Audit shall be reimbursed for all  
982 expenses of the audit by the Mississippi Department of  
983 Transportation. If the Department of Audit enters into a contract  
984 with a private entity for the audit required under this section,  
985 the department shall ensure that such entity is adequately  
986 experienced with auditing other state departments of  
987 transportation or similar departments or agencies.

988       **SECTION 14.** This act shall be known and may be cited as the  
989 Mississippi Infrastructure Modernization Act of 2018.

990       **SECTION 15.** Sections 5 and 6 of this act shall take effect  
991 and be in force from and after October 1, 2018, the remainder of



992 this act shall take effect and be in force from and after its  
993 passage.



OFFICE OF THE CLERK OF THE CITY OF JACKSON  
2-2-2020

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS**

**WHEREAS**, the Department of Public Works desires to have Professional Engineering and Construction Phase services for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plan Rehabilitation Projects; and

**WHEREAS**, the Department of Public Works has identified several maintenance projects that need to be addressed at the OB Curtis WTP & JH Fewell WTP to ensure the City of Jackson stays within compliance with the Mississippi Department of Health requirements for safe drinking water; and

**WHEREAS**, the projects identified are listed below:

- Repair and Replace Gravity Thickeners Clarifiers # 1 & #2
- Install a new metal building structure to house membrane train facility (OB Curtis Water Treatment Plant)
- JH Fewell Pedestrian Bridge Replacement to access the raw water intake

**WHEREAS**, Cornerstone Engineering, LLC, a multi-disciplinary civil engineering firm located in the Jackson, Mississippi metro area submitted their firms Statement of Qualifications based on a solicitation for professional engineering services by the Department of Public Works; and

**WHEREAS**, Cornerstone Engineering, LLC, has submitted a proposal based on its Statement of Qualifications to provide the City of Jackson Professional Engineering Services at a cost of \$333,000.00 and Construction Phase Services at a cost of \$247,500.00 with a total not to exceed \$580,500.00; and

**WHEREAS**, the Department of Public Works recommends the City of Jackson enter into a Professional Engineering and Construction Phase Services Agreement with Cornerstone, LLC, in the amount not to exceed \$580,500.00.

**IT IS, THEREFORE, ORDERED** that that the Mayor is authorized to execute a Professional Engineering and Construction Phase services agreement with Cornerstone Engineering, LLC, in an amount not to exceed \$580,500.00, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation Projects.

ITEM # #52 \_\_\_\_\_

DATE: 3-3-20 \_\_\_\_\_

BY: **WILLIAMS, CARTER, MILLER, LUMUMBA**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**  
**February 3, 2020**

<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 PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS &amp; JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS</b>				
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.				
3.	<b>Who will be affected</b>	All residents within the City of Jackson Corporate Limits				
4.	<b>Benefits</b>	Water Infrastructure Improvements				
5.	<b>Schedule (beginning date)</b>	When contracts are executed.				
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	OB Curtis WTP & JH Fewell WTP				
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	This project was implemented by the Engineering Division.				
8.	<b>COST</b>	Professional Engineering and Construction Phase Services Total Cost: \$580,500.00				
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input checked="" type="checkbox"/>	Department of Health SRF Water Drinking Loan (2 <sup>nd</sup> Loan)				
10.	<b>EBO participation</b>	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____

## Council Agenda Item Memorandum

To: Mayor, Chokwe Antar Lumumba  
From: Robert K. Miller, Director of Public Works  
Date: February 3, 2020



### Agenda Item:

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC, FOR THE OB CURTIS & JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS**

**Purpose:** Water Infrastructure Repair  
**Cost:** \$580,500.00  
**Project/Contract Type:** OB Curtis WTP & JH Fewell WTP Rehabilitation Work  
**Funding Source:** Fund 32  
**Schedule/Time:** Completed  
**DPW Manager:** Charles Williams Jr., PE, PhD/Mary Carter

### Background:

Attached, you will find an item for the City Council Agenda authorizing the Mayor to enter into a professional engineering and construction phase services with Cornerstone Engineering, LLC, for the OB Curtis Water Treatment Plant & JH Fewell Water Treatment Plant Rehabilitation Projects. The rehabilitation projects are listed below:

- Repair and Replace Gravity Thickeners Clarifiers # 1 & #2
- Install a new metal building structure to house membrane train facility (OB Curtis Water Treatment Plant)
- JH Fewell Pedestrian Bridge Replacement to access the raw water intake

This is a requirement from the Mississippi Department of Health to ensure the water system meets compliance. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

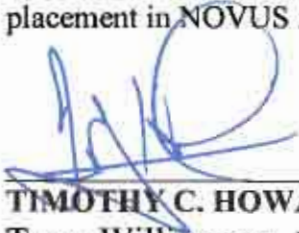
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1765

OFFICE OF THE CITY ATTORNEY  
2/16/2020

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING AND CONSTRUCTION PHASE SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, LLC FOR THE O.B. CURTIS AND J.H. FEWELL WATER TREATMENT PLANT REHABILITATION PROJECTS** is legally sufficient for placement in NOVUS Agenda.



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

2/16/2020  
DATE

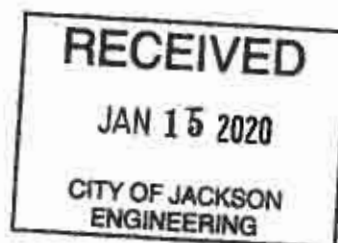


**CORNERSTONE  
ENGINEERING, LLC**

*"Bringing Together Ideas that Work"*

Mauricka McKenzie, Sr., P.E.  
President

City of Jackson  
Attn: Charles Williams, P.E., PhD  
200 South President Street  
P.O. Box 17  
Jackson, MS 39205



January 15, 2020

RE: OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT –  
OWNER-ENGINEER AGREEMENT

Dr. Williams:

Enclosed is our professional services agreement for the above referenced project. This agreement includes certain contractual language required by the Mississippi State Department of Health (MSDH) State Revolving Loan Fund (SRF) program. The improvements will assist the City in repairing, rehabilitating and replacing key components of the plants that have reached the end of their useful life and will mitigate safety hazards and risks associated with operating the plants. This agreement will coincide with certain projects identified within SRF Loan# DWI-L250008-02.

If you need any more information, please let me know.

Sincerely,

Mauricka McKenzie, Sr., P.E.

Enclosures: Contract and EBO

Cc: file



**AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN  
THE CITY OF JACKSON, MISSISSIPPI  
AND  
CORNERSTONE ENGINEERING, LLC  
FOR  
OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECTS**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF JACKSON, MISSISSIPPI**, a Mississippi municipal corporation (hereinafter called the "OWNER"), and **CORNERSTONE ENGINEERING, LLC** having its principal place of business at 710 E. Northside Drive, Suite A, Clinton, MS 39056 (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has decided to retain professional engineering services for the planning, engineering design and construction contract administration and inspection of the **OB Curtis and JH Fewell Water Treatment Plant (WTP) Rehabilitation projects**; and

WHEREAS, the Owner intends to make certain other improvements to the OB Curtis WTP and the JH Fewell WTP as follows: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel pedestrian bridge superstructure and substructure at the JH Fewell WTP to comply with Mississippi State Department of Health (MSDH) requirements for operating and maintaining the City of Jackson WTPs, and to mitigate risks and safety hazards at the WTPs, which is described in more detail in Exhibit A, Project Description, and hereinafter called the "Project;" and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**SECTION 1 - FACILITIES TO BE CONSTRUCTED**

- A. The work to be performed under this Agreement consists of providing professional engineering services for the design gravity thickener, steel bridge, and metal building structure and related facilities as requested by the Owner.

The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: "Scope of Work" (Page A-1).
- (2) Exhibit B: "Scope of Engineering Services" (Page B-1).
- (3) Exhibit C: "Compensation for Professional Services" (Pages C-1 through C-2).
- (4) Exhibit D: "Schedule of Work" (Page D-1).

## **SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES**

- A. The ENGINEER shall provide professional engineering design services for the **OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project**. These services shall include customary civil, structural, water treatment engineering and other necessary services required for the completion of the improvements. It is anticipated that the City of Jackson will be reimbursed for such services through the SRF Loan #DWI-L250008-02.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to proceed with the design phase services for the improvements listed in Exhibit A in accordance with the Scope of Services described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Exhibit C of this Agreement. The ENGINEER agrees to perform the work in accordance with the time schedule in Exhibit D.

## **SECTION 3 - ADDITIONAL SERVICES BY ENGINEER**

The OWNER may require the ENGINEER, by specific written authorization, to provide or have performed by qualified persons or firms, additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C, "Compensation for Professional Services".

## **SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER**

The OWNER, at no cost to the ENGINEER, agrees to furnish the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Engineering Design Phase Services".

- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

#### **SECTION 5 - TIME SCHEDULE**

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

#### **SECTION 6 - INSURANCE**

In carrying out the work herein proposed, the ENGINEER will maintain public liability and contractor's protection liability, as a minimum, the following insurance coverage:

- A. ENGINEER will, at its expense, carry liability insurance with maximum limits of \$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance coverage in the statutorily required amount, and Workman's Compensation Insurance coverage in the statutorily required amount.

- B. ENGINEER shall comply, at its expense, with all applicable provisions of the workmen's compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. Engineer will, at its expense, also carry professional liability insurance.
- D. ENGINEER shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

#### **SECTION 7 - PAYMENT FOR SERVICES**

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The Engineer and the Owner agree that the work covered by this project shall consist of four phases. Upon the completion of a phase, the Engineer shall provide the Owner written notice of the completion and shall await receipt of a written notice to proceed prior to commencing work on the next phase.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

#### **SECTION 8 - PERSONNEL AND FACILITIES**

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

#### **SECTION 9 - AUTHORIZED REPRESENTATIVES**

Charles Williams, Jr., P.E., PhD is the authorized representative of the OWNER.

Mauricka McKenzie, Sr., P.E. is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project. The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Mauricka McKenzie, Sr., P.E., MS Registration No. 16157.

#### **SECTION 10 - ACCOUNTING SYSTEMS**

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER's accounts which relate to services provided under this Agreement.

The Mississippi State Department of Health (MSDH) and its representatives shall have access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds. The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from, or associated with this contract is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between the Department and the Loan Recipient."

#### **SECTION 11 - CHANGES TO AGREEMENT**

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment, approved by the governing authorities and duly executed by both parties.

#### **SECTION 12 - FEDERAL GRANTS**

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

#### **SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probable construction cost provided for herein is to be made on the basis of its experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

## **SECTION 14—CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

- A. ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:
- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
  - 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.
- B. In the event that ENGINEER fails in any of its obligations under Section A. of this section, OWNER may take one or more of the following actions to protect its interests:
- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;
  - 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section A of this section;
  - 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
  - 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.
- C. ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible, enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

## **SECTION 15 – THE EQUAL BUSINESS OPPORTUNITY (“EBO”) CLAUSE**

- A. The ENGINEER agrees to make good faith efforts to meet the goals of this agreement by making available opportunities for MBEs (AABEs, HBEs, and ABEs) and FBEs for utilization in the work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:
1. Notification to MBEs and FBEs that the ENGINEER has subcontracting opportunities available and maintenance of records of the MBEs and FBEs responses.
  2. Maintenance by the ENGINEER of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
  3. Dissemination of the ENGINEER’s EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news and electronic media and by notifying and discussing it with all subcontractors and suppliers.
  4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE contractor organizations, MBE and FBE assistance organizations.
  5. Subdivision of the contract into economically feasible segments as practice to allow the greatest opportunity for participation by MBEs and FBEs.
  6. Increasing, where possible, the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE subcontractors as possible.
  7. Adoption of the Equal Business Opportunity Plan submitted with its response to the Invitation for Bids or Request for Proposals obligations under this agreement, as approved by the Equal Business Opportunity Officer.
  8. Submission of monthly reports on the forms and to the extent required by the Equal Business Opportunity Officer, to be due on the 10th day of each month following the award of the work set forth in this agreement.
- B. The ENGINEER further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:
1. Withholding from the violating ENGINEER ten percent (10%) of all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;

2. Withholding from the violating ENGINEER all future payments for the current eligible project until it is determined that the ENGINEER is in compliance;
3. Rejection of all future bids or offers for any eligible project with the City of Jackson or any of its departments or divisions until such time as the ENGINEER demonstrates that there has been established and there shall be carried out of all the EBO provisions contained herein;
4. The submission of a recommendation to the governing authorities that the ENGINEER'S Agreement with the City of Jackson be terminated.


**SECTION 16 - ACCEPTANCE**

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

CITY OF JACKSON, MISSISSIPPI

CORNERSTONE ENGINEERING, LLC

\_\_\_\_\_  
Chokwe Antar Lumumba, Esq.  
Mayor

  
\_\_\_\_\_  
Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Office Manager



## EXHIBIT A

### **THE CITY OF JACKSON, MISSISSIPPI**

## **OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT**

### SCOPE OF WORK

The work included in the scope of this Agreement consists of providing professional engineering and technical services for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project more specifically described as follows:

Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the following required scope of work: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP, and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge superstructure and substructure at the JH Fewell WTP.

The design documents will be prepared in close coordination with the water plant staff and public works staff and will be submitted to the Mississippi State Department of Health (MSDH) and Mississippi Department of Environmental Quality (MDEQ) for approval. The Engineer will assist with necessary approvals by the MSDH, the MDEQ and the City of Jackson typically required by new WTP improvements.

After approval of the design documents, we will also assist in the contract bidding and award process and will manage the construction contract during construction. The Engineer will assist with the solicitation of proposals from prospective contractors to furnish and construct the new OB CURTIS and JH FEWELL WTP improvements, including preparation of construction contracts.

The Engineer will furnish construction phase services including review of contractor submittals, providing resident project representative (RPR) to observe the construction and report to the Engineer and Owner, conduct progress meetings as required, review the contractor's periodic payment requests, and provide As-built Record Drawings upon completion of construction.

After construction is completed, we will facilitate a final inspection with City staff and the MSDH, MDEQ, and we will provide all the close-out documents required by the MSDH and MDEQ to these state government regulatory agencies and the City.

The Scope of Engineering Services is enumerated in Exhibit B.

## **EXHIBIT B**

### **THE CITY OF JACKSON, MISSISSIPPI**

## **OB CURTIS AND JH FEWELL WATER TREATMENT PLANT REHABILITATION PROJECT**

### **SCOPE OF ENGINEERING SERVICES**

#### **1.0 DESIGN AND FINAL CONTRACT PLANS**

##### **1.1 Prepare contract plans and documents. Tasks include:**

The Engineer shall perform engineering design required to complete the following tasks: (1) to repair and rehabilitate the existing gravity thickener clarifiers #1 and #2 and associated components at the OB Curtis WTP, (2) to install a new metal building structure to house the membrane train facility at the OB Curtis WTP and (3) to remove and replace the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge super and substructure at the JH Fewell WTP and in order to comply with MSDH requirements for operating and maintaining the City of Jackson WTPs and to mitigate risks and safety hazards at the plants.

1.1.1 Preparing final contract documents and specifications.

1.1.2 Preparing final quantity recap and construction cost estimates.

1.1.3 Submitting three (3) sets of the above final design documents to the OWNER for review and approval.

1.1.4 Assisting in advertising the project; respond to questions raised by potential bidders concerning the contract documents; preparing an addendum if necessary; attending the pre-bid meeting and bid letting; tabulating the bids; and making a recommendation for the lowest and best bid.

1.1.5 The various tasks related to this project as described in paragraph 1.1.1 above and the hydraulic model may be authorized in stages through Task Orders issued by the authorized representative of the City of Jackson and/or Public Works Department.

#### **1.1 STATE AND FEDERAL REGULATIONS**

All applicable state and federal regulations will apply and be incorporated into the executed contract for this project.

**EXHIBIT C**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS AND JH FEWELL WATER TREATMENT  
PLANT REHABILITATION PROJECT**

**COMPENSATION FOR PROFESSIONAL SERVICES**

**SECTION 1 - BASIS OF COMPENSATION**

1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved initial Project as listed in Exhibit A. The Scope for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as additional costs. We will get prior approval from the OWNER before proceeding with any additional costs beyond that described in this agreement. The following conditions shall apply to services performed under this Agreement:

1.2 OWNER shall pay ENGINEER for additional services not outlined in this Agreement only when these additional services are authorized in writing by the OWNER, after approval by the governing authorities, and after a written amendment to the Agreement has been executed by both parties.

1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs as follows:

PLANNING AND DESIGN PHASE:	Lump Sum Fee-\$333,000
CONSTRUCTION INSPECTION PHASE:	Lump Sum Fee-\$247,500
TOTAL ENGINEERING FEE: (DESIGN AND CONSTRUCTION)	\$580,500

1.4 Payment to Engineer

1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon the percentage of work completed.

1.5 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER's invoices.

**SECTION 2 - CHANGES**

The ENGINEER and OWNER acknowledge that the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates (Exhibit D). For additional services, or if the scope of services are changed at the OWNER's written direction and through no fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER's costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the contract by the OWNER.

### **SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES**

For additional services as authorized in writing by the OWNER and defined in Exhibit C, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to this Agreement shall be prepared and executed which shall describe the authorized services and the revised compensation to be paid to the ENGINEER for the services to be provided under this Agreement.

### **SECTION 4 - PAYMENT TO ENGINEER'S CONSULTANTS**

The ENGINEER may select consultant(s) to provide special services (i.e. geotechnical; environmental, structural, surveys) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall pay all special consultant fees as part of the design cost.

**EXHIBIT D**

**THE CITY OF JACKSON, MISSISSIPPI**

**OB CURTIS WATER AND JH FEWELL WATER  
TREATMENT PLANT REHABILITATION PROJECT**

**SCHEDULE OF WORK**

**SECTION 1 - PERIOD OF SERVICE**

1.1 Following is the proposed Schedule of Work as outlined under this agreement:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Planning and Design Phase	<u>180 days</u>
Construction Inspection Phase	<u>360 days</u>

Planning and Design Phase Services will begin when Owner authorizes the Engineer to begin the planning work, design drawings and specification development work. The planning and design phase services will continue through the Engineer assisting with soliciting proposals or bids and end with holding of the preconstruction conference.

Construction Phase Services will begin with issuance of notice to proceed to the contractor and will extend for a period including the contractor's time for performance as specified in the contract documents and an additional 30 days to prepare and process completion documents and record drawings.

**2020 SRF WATER PROJECT**

**Proposed 2020 SRF Water System Loan Projects  
City of Jackson, MS  
Jan. 3, 2019**

LOAN NUMBER	PROJECT	PROJECT DESCRIPTION/SCOPE OF WORK	City Construction Proj. Number	Allowable Eng. Planning and Design (7.4%)	Construction Phase Services (5.5%)	CONSTR. COST ESTIMATE
2	1	<b>OB Curtis WTP Gravity Thickener #1 and #2 Rehabilitation Project</b> <i>Remove and Disposal of existing rake arm, install new rake arm, install new settling tubes, repaint clarifier, install new gear box for both</i>	19B0102-0903	\$ 170,200.00	\$ 126,500.00	\$ 2,300,000.00
2	2	<b>JH Fewell WTP Intake Structure Pedestrian Bridge Replacement Project</b> <i>Relocate power lines, drive pile foundation for new bridge, install new steel bridge superstructure, install rip rap, remove and dispose timber bridge</i>	19B0103-0904	\$ 88,800.00	\$ 66,000.00	\$ 1,200,000.00
2	3	<b>Membrane Train Building Structure Project</b> <i>Construct a 140'x152' Metal Building</i>	Pending	\$ 74,000.00	\$ 55,000.00	\$ 1,000,000.00
<b>TOTAL</b>				<b>\$ 333,000.00</b>	<b>\$ 247,500.00</b>	<b>\$ 4,500,000.00</b>



CORNERSTONE  
ENGINEERING, LLC

City of Jackson  
Attn: Michael Davis, EBO Program Officer  
200 South President Street  
Warren Hood Building  
Jackson, MS 39201

January 15, 2020

REFERENCE: WAIVER STATEMENT FOR EQUAL BUSINESS OPPORTUNITY (EBO)  
2020 OB CURTIS AND JH FEWELL WATER TREATMENT PLANT  
REHABILITATION PROJECT  
JACKSON, MS

Dear EBO Program Officer:

Cornerstone Engineering, LLC is requesting a waiver on the EBO participation goals required in the plan. Our firm is a small minority owned business certified by the City of Jackson, Mississippi Development Authority (MDA), and the Jackson Municipal Airport Authority (JMAA). The reason we are requesting a waiver is because the work on the above referenced project will be performed primarily by Cornerstone Engineering, without the need for additional services by other companies.

Let us know if you have any other questions.

Sincerely,

CORNERSTONE ENGINEERING, LLC

Mauricka McKenzie, Sr., P.E.  
President and Principal Engineer

Enclosures

Cc: Charles Williams, P.E., PhD, Engineering Manager



**CITY OF JACKSON, MISSISSIPPI**

**Chokwe Antar Lumumba  
Mayor**

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

**Department of Planning and Development  
Office of Economic Development**





**CITY OF JACKSON, MISSISSIPPI**  
**EQUAL BUSINESS OPPORTUNITY ORDINANCE**

***LEGAL NOTICE***

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

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



(EBO FORM 7-1-13)

## **EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS**

### **POLICY**

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

### **DEFINITIONS**

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

- (1) **"African American Business Enterprise (AABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) **"Asian American Business Enterprise (ABE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) **"Hispanic Business Enterprise (HBE)"** shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) **"Minority Business Enterprise (MBE)"** shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2 and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.
- (5) **"Female Business Enterprise (FBE)"** shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

### **OBLIGATION**

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

### **GOALS**

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

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

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

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

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

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

**A. Subcontractor Participation**

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

**B. Suppliers Participation**

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or

in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

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

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

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000,000.00. Even if the prime itself is a MBE, joint venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
  - (a) The initial capital investment of each venture partner;
  - (b) The proportional allocation of profits and losses to each venture partner;
  - (c) The sharing of the right to control the ownership and management of the joint venture;
  - (d) Actual participation of the venture partners in the performance of the contract;
  - (e) The method of and responsibility for accounting;
  - (f) The methods by which disputes are resolved; and
  - (g) Other pertinent factors of the joint venture.

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

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

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

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

### **EQUAL BUSINESS OPPORTUNITY PLAN**

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

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

#### **Waiver**

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

#### **Replacement**

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

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

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

I. Company Name: Cornerstone Engineering, LLC

II. Address: 710 Northside Drive, Suite A

City: Clinton State: MS ZIP Code: 39056

Telephone: (601) 473-2403

E-mail: mmckenzie@cornerstoneengllc.com

III. Bid Name and Number: OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project

IV. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**

*If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.*

IV. Total Bid Amount: \$580,500

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

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

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

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

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

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

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

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


**VII. REPLACEMENT OF MBE/FBE**

**If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section 127-19 of the EBO Ordinance.**



VIII. CERTIFICATION

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

 President  
Authorized Signature and Title

1/15/2020  
Date

PRINT "AUTHORIZED" NAME HERE: Mauricka McKenzie



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

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

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

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

Female (FBE)

\_\_\_\_\_ African-American (AABE)

\_\_\_\_\_ Asian (ABE)

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

\_\_\_\_\_ Hispanic (HBE)

\_\_\_\_\_ Native American (NABE)

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

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

\_\_\_\_\_ Subcontractor

\_\_\_\_\_ Supplier

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Mentor-Protégé

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

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

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

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

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

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

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

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

\_\_\_\_\_ Female (FBE)

\_\_\_\_\_ African-American (AABE)

\_\_\_\_\_ Asian (ABE)

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

\_\_\_\_\_ Hispanic (HBE)

\_\_\_\_\_ Native American (NABE)

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

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

\_\_\_\_\_ Subcontractor

\_\_\_\_\_ Supplier

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Mentor-Protégé

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

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

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

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

This is **Attachment 1**, consisting of 2 pages, to  
**Amendment No. 1** dated \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER Mdm

**Modifications**

- A1. ENGINEER shall remove the following professional engineering services from the Scope of Work as described in the previously executed agreement dated April 2, 2019 for the OB Curtis and JH Fewell Water Treatment Plant Rehabilitation Project associated with SRF Loan #DW1-L250008-01:

Remove from Exhibit A (Scope of Work) the following specific project description task:

“Task #6: OB CURTIS WATER TREATMENT PLANT (WTP) DESIGN IMPROVEMENTS

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the repair and rehabilitation of the existing gravity thickener clarifier #1 and #2 and associated components.

“Task #9: JH FEWELL WATER TREATMENT PLANT (WTP) DESIGN IMPROVEMENTS

- A. Provide design drawings and specifications suitable to solicit proposals from prospective suppliers/contractors to perform the removal and replacement of the existing deteriorated timber pedestrian bridge with a steel bridge pedestrian bridge superstructure and substructure at the JH Fewell WTP.

- A2. The Scope of Work currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows:

Remove from the second paragraph on the first page of the Agreement for Professional Services with the following statement:

“(6) to repair and rehabilitate the existing gravity thickener clarifier #1 and #2 and associated components at the OB Curtis WTP,” and “(9) to remove and replace the existing deteriorated timber pedestrian bridge with a steel pedestrian bridge superstructure and substructure at the JH Fewell WTP”

- A3. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Remove from Exhibit C (Compensation for Professional Services) the following payment requirements for performance of services:

“Task #6: OB CURTIS WATER TREATMENT PLANT (WTP) DESIGN IMPROVEMENTS  
and  
Task #9: JH FEWELL WATER TREATMENT PLANT (WTP) DESIGN IMPROVEMENTS”

- A. For Design Phase services, remove a fee amount of **\$234,210** from the agreement.
- B. For Construction Phase services, remove a fee amount of **\$148,402** from the agreement.

OWNER: City of Jackson

ENGINEER: Cornerstone Engineering, LLC

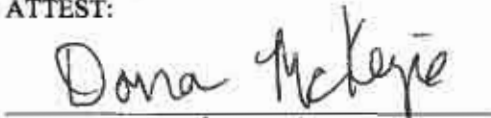
\_\_\_\_\_  
Chokwe A. Lumumba (Mayor)

  
\_\_\_\_\_  
Mauricka McKenzie, Sr., P.E. (President)

ATTEST:

ATTEST:

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

  
\_\_\_\_\_  
Date: 1/15/2020

OFFICE OF THE CITY ATTORNEY  
*Carly J. Hume*

**ORDER AUTHORIZING THE CITY ATTORNEY TO JOIN IN AND EXECUTE AN AGREED JUDGMENT IN THE THE SUIT FILED BY RIVER PLACE LLC AGAINST ROBERT E. HARRISON, JR. AND OTHERS INCLUDING THE CITY OF JACKSON, WHICH SEEKS TO CONFIRM AND QUIET TITLE FOR REAL PROPERTY DESCRIBED AS 40 FT N/S DAVIS STREET X 110 FT N & S in SW CORNER LOT 4 CONDON SY NJ, PARCEL 72-10 LOCATED IN JACKSON MISSISSIPPI**

**WHEREAS**, the City of Jackson acquired an interest in property described as 40 FT n/s Davis Street x 110 Ft N & S in SW Corner Lot 4 Condon SY nj Parcel No. 72-1- by a tax patent issued by the Mississippi Secretary of State on or about May 27, 2015, which was recorded in Book 7175 at Page 7941 of the Hinds County Land Records; and

**WHEREAS**, a Corrected Quitclaim Deed With Right of Reverter was executed by former Mayor Tony T. Yarber on or about November 22, 2016, which conveyed the parcel of land described to River Place LLC; and

**WHEREAS**, the Quitclaim Deed With Right of Reverter was recorded in Book 7198 at Page 5633 of the Hinds County Land Records; and

**WHEREAS**, River Place LLC filed an action on May 1, 2018 seeking to have title to the subject property confirmed and removing clouds upon its title; and

**WHEREAS**, the City of Jackson was served with a summons and the complaint on May 8, 2018; and

**WHEREAS**, the City of Jackson through an attorney with the Office of the City Attorney filed an Answer to the complaint; and

**WHEREAS**, defaults have been entered against the multiple parties alleged in the suit, and the Plaintiff has moved for default judgments against those parties; and

**WHEREAS**, the City of Jackson's interest in the subject property is limited to the reservation of mineral interests and the "right of reverter" requiring the property to be developed; and

**WHEREAS**, River Place LLC's complaint did not allege that the City's Right of Reverter had been extinguished by satisfaction of the condition stated in the Corrected Quitclaim Deed; and

**WHEREAS**, River Place LLC sought confirmation of the title and the removal of all clouds upon its title; and

**WHEREAS**, counsel for River Place LLC has conferred with counsel for the City of Jackson on the feasibility of entering into an Agreed Judgment which quiets and confirms River Place LLC's title subject to the right of reverter and reservation of mineral interests; and

**WHEREAS**, the Agreed Judgment will contain the following language which adequately protects and preserves the City of Jackson's property interests:

*Plaintiff has sought to confirm their interest over all of the above named parties and this Court confirms the aforementioned tax sale and quiets Plaintiff's title in regards to same forever deeming Plaintiff the exclusive owner, ratifying the legal description and permitting Plaintiff all rights and privileges of full and complete ownership subject to the City of Jackson's Right of Reverter, unless the governing authorities for the City of Jackson have determined that the*

Item: #53  
Date: 3-3-20  
By: Howard, Lumumba

*condition for development has been satisfied by Order duly recorded in its minutes, and also subject to the City of Jackson's reservation of mineral interests. The City of Jackson's Right of Reverter and Reservation of Mineral interests are as follows:*

- (a) Grantee was required to develop the property within two (2) years of the date of the conveyance. If the Grantee failed to develop the property within two (2) years of the date of the conveyance, the property would revert to City of Jackson without any further action taken by City of Jackson. Develop shall mean that Grantee has begun the construction phase of development.
- (b) Grantor's reversionary right entitled it to all statutory notice and rights provided by Sections 27-43-1, 27-43-3 and 27-43-5 of the Mississippi Code of 1972 as amended, without liability being assumed by Grantor.
- (c) City of Jackson retained any and all mineral rights as well as the right of ingress and egress to remove same pursuant to Section 21-17-1 of the Mississippi Code.

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the City Attorney to execute an agreed judgment containing the above provisions;

**IT IS HEREBY ORDERED** that the City Attorney shall be authorized to execute and enter into an Agreed Judgment which permits title to be confirmed in the Plaintiff subject to the City of Jackson's right of reverter and reversion of mineral rights.

**IT IS HEREBY ORDERED** that the Agreed Judgment shall contain the language referenced in this Order, which adequately protects and preserves the City of Jackson's reversionary right and reservation of mineral rights.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** February 24, 2020  
**DATE**

**Data sheet**

<b>POINTS</b>		<b>COMMENTS</b>
1.	<b>Brief Description/Purpose</b>	Order authorizes the City Attorney to execute an Agreed Judgment in a suit to confirm a tax patent title for Parcel 72-10 in the City of Jackson
2.	<b>Public Policy Initiative</b> 1. Yo Youth & Education 2. Cr Crime Prevention 3. Ch Changes in City Government 4. Ne Neighborhood Enhancement 5. Eco Economic Development 6. Inf Infrastructure and Transportation 7. Qu Quality of Life	Neighborhood Enhancement, Crime Prevention, Quality of Life
3.	<b>Who will be affected</b>	City of Jackson, River Place LLC, residents of Jackson in Davis Street area, City of Jackson
4.	<b>Benefits</b>	Resolves issues affecting title of River Place LLC and impediments to developing parcel for use.
5.	<b>Schedule (beginning date)</b>	After council approval
6.	<b>Location:</b> § <b>W WARD</b> § <b>CI CITYWIDE (yes or no)</b> (area) § <b>PrProject limits if applicable</b>	South West Corner Lot 4 Cvondon SY NJ - Parcel 72-10 bearing physical address of 140 AB East Davis in Jackson MS
7.	<input type="checkbox"/> <input type="checkbox"/> § <b>Action implemented by:</b> Ci City Department § C Consultant	Office City Attorney



# MEMORANDUM



Office of the City Attorney  
(601) 960-1799

**TO:** Mayor Chokwe Lumumba  
**FROM:** Carrie Johnson, Deputy City Attorney  
**DATE:** February 24, 2020  
**RE:** Agenda item

---

The agenda item which accompanies this memo requests that the Jackson City Council authorize the City Attorney to execute an Agreed Judgment in a suit to confirm a tax patent title. The suit was filed by River Place LLC concerning a parcel of land conveyed to it with a right of reverter. The parcel is located at 140 AB East Davis.

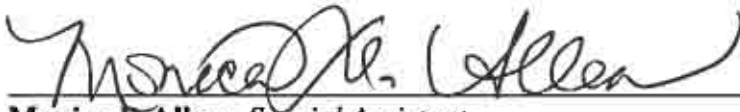
The Agreed Judgment would include language confirming title to River Place LLC subject to the City of Jackson's reservation of mineral interests and right of reverter unless the Jackson City Council has determined that the condition, which would extinguish the reverter has been met.

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

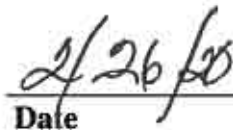
This ORDER AUTHORIZING THE CITY ATTORNEY TO JOIN IN AND EXECUTE AN AGREED JUDGMENT IN THE SUIT FILED BY RIVER PLACE LLC AGAINST ROBERT E. HARRISON, JR. AND OTHERS INCLUDING THE CITY OF JACKSON, WHICH SEEKS TO CONFIRM AND QUIET TITLE FOR REAL PROPERTY DESCRIBED AS 40 FT N/S DAVIS STREET X 110 FT N & S in SW CORNER LOT 4 CONDON SY NJ, PARCEL 72-10 LOCATED IN JACKSON MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Monica D Allen, *Special Assistant*

Carrie Johnson, *Deputy City Attorney*





Date

OFFICE OF THE CITY ATTORNEY  
2/23/20  
[Signature]

**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF TIONNA L. GIBBS, A MINOR CHILD, RESULTING FROM A MOTOR VEHICLE ACCIDENT ON OR ABOUT OCTOBER 20, 2018 INVOLVING A JPD VEHICLE.**

**WHEREAS**, on or about October 20, 2018, a motor vehicle accident occurred between a vehicle driven by a JPD Officer and a Ford Expedition driven by DeAndria K. McGee. Tionna L. Gibbs, a minor child, was a passenger in the vehicle driven by McGee; and

**WHEREAS**, Tionna L. Gibbs, a minor child, and three of the other occupants mentioned above made personal injury claims against the City as a result of the afore-mentioned accident; and liability for the accident is of a doubtful nature; and

**WHEREAS**, the City has already settled claims of the other three occupants; and

**WHEREAS**, the City and Felecia Peterson, the mother and guardian of Tionna L. Gibbs, a minor, have reached a compromise to settle the claims of the minor, Tionna L. Gibbs; and

**WHEREAS**, the Office of the City Attorney recommends that it is in the best interest of the City of Jackson, Mississippi that the City of Jackson settle the claim of Tionna L. Gibbs, a minor, in the amount of \$10,000.00.

**THEREFORE, IT IS HEREBY ORDERED**, that the City should and is hereby authorized to settle the claim of Tionna L. Gibbs, a minor, in the amount of \$10,000.00. Further, that City Attorney, Mayor, or their designees, are authorized to execute any and all documents necessary to finalize the afore-mentioned settlements.

**APPROVED FOR AGENDA:**

Item #   #54    
Date:   3-3-20    
By: Howard, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/27/19  
DATE

POINTS		COMMENTS	
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF TIONNA L. GIBBS, A MINOR CHILD, RESULTING FROM A MOTOR VEHICLE ACCIDENT ON OR ABOUT OCTOBER 20, 2018 INVOLVING A JPD VEHICLE.	
2.	<b>Public Policy Initiative</b> 1.Youth & Education 2.Crime Prevention 3.Changes in City Government 4.Neighborhood Enhancement 5.Economic Development 6.Infrastructure and Transportation 7.Quality of Life	N/A	
3.	<b>Who will be affected</b>	City of Jackson	
4.	<b>Benefits</b>		
5.	<b>Schedule (beginning date)</b>	Upon City Council approval	
6.	<b>Location:</b> § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	N/A	
<input type="checkbox"/>	<b>Action implemented by:</b>		
<input type="checkbox"/>	§ City Department	Office of the City Attorney	
7.	§ Consultant		
8.	<b>COST</b>	Not to exceed \$10,000.00	
<input type="checkbox"/>	<b>Source of Funding</b>		
<input type="checkbox"/>	§ General Fund		
<input type="checkbox"/>	§ Grant	General Fund – State Tort	
<input type="checkbox"/>	§ Bond		
9.	§ Other		
10.	<b>EBO participation</b>	ABE _____%	WAIVER yes ___ no ___ N/A X
		AABE _____%	WAIVER yes ___ no ___ N/A X
		WBE _____%	WAIVER yes ___ no ___ N/A X
		HBE _____%	WAIVER yes ___ no ___ N/A X
		NABE _____%	WAIVER yes ___ no ___ N/A X

Post Office Box 2779  
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
2/25/20

## OFFICE OF THE CITY ATTORNEY

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**ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF TIONNA L. GIBBS, A MINOR CHILD, RESULTING FROM A MOTOR VEHICLE ACCIDENT ON OR ABOUT OCTOBER 20, 2018 INVOLVING A JPD VEHICLE.** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Tim Howard**, City Attorney

  
\_\_\_\_\_  
**James Anderson, Jr.**, Deputy City Attorney

2/25/20  
\_\_\_\_\_  
DATE

**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1609901-P-2968-E 24 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION**

OFFICE OF THE CITY ATTORNEY  
Howard Lumumba

**WHEREAS**, on October 31, 2016, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

**WHEREAS**, an employee of the Public Works Department sustained injury to multiple body parts including the left knee, shoulder and back in the course and scope of his employment on or about October 31, 2016 while attempting to turn a valve; and

**WHEREAS**, the City accepted the injury as compensable and commenced providing the employee with medical treatment and benefits based on the work related injury; and

**WHEREAS**, Attorney Roger Doolittle was retained by the employee to represent him in proceedings before the Mississippi Workers Compensation Commission;

**WHEREAS**, the employee reached maximum medical improvement on or about October 11, 2017 and was assessed with an impairment rating of 2% to the left knee by the treating physician; and

**WHEREAS**, the treating physician also indicated that the employee may need knee replacement in the future and injections occasionally; and

**WHEREAS**, the employee and his counsel contend that the need for knee replacement and additional injections is attributable to the incident of October 31, 2016; and

**WHEREAS**, the Office of the City Attorney disputed the employee and his counsel's position because the employee had been diagnosed with a condition and had surgical procedures on the left knee in 1979 and 1985 and a lumbar procedure in the year 2000; and

**WHEREAS**, the employee and his attorney are of the opinion that the need for the knee replacement and additional injections are unrelated to the previously diagnosed condition and surgeries because the employee had not had a complaint until October 31, 2016; and

**WHEREAS**, a physician has not opined on whether the need for knee replacement in the future and injections is attributable to the October 31, 2016 incident: and

**WHEREAS**, there is a genuine dispute concerning the employee's impairment arising out of the October 31, 2016 incident and whether future medical treatment is attributable to the October 31, 2016 incident; and

**WHEREAS**, the Claimant submitted a demand in the amount of \$50,000.00 to compromise and fully settle his claim for permanent partial disability benefits and medicals; and

Item: #55  
Date: 3-3-20  
By: Howard, Lumumba

**WHEREAS**, the Office of the City Attorney entered into negotiations with Claimant's counsel and advised Claimant's counsel that it was amenable to recommending that the governing authorities settle the claim by the payment of the sum of \$10,000.00 and;

**WHEREAS**, the Claimant has agreed to accept the sum of \$10,000.00 in total compromise and settlement of the claim; and

**WHEREAS**, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

**WHEREAS**, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission concerning the subject employee by payment of the sum of \$10,000.00;

**IT IS HEREBY ORDERED** that the Office of the City Attorney is authorized to compromise and settle the employee's claim for permanent partial disability benefits and medicals pending in MWCC # 1609901-P-2968-E 24 for the sum of \$10,000.00 subject to approval of the Mississippi Workers Compensation Commission;

**IT IS FURTHER HEREBY ORDERED** that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba Howard

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

February 26, 2020

**DATE**

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	Order Authorizes the Office of the City Attorney to settle and compromise a claim pending before the Mississippi Workers Compensation Commission asserted by employee injured in course of employment																																													
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	No policy initiative exactly																																													
3.	<b>Who will be affected</b>	City of Jackson, municipal employee, employee's attorney, Mississippi Workers Compensation Commission																																													
4.	<b>Benefits</b>	City's exposure for permanent partial disability benefits limited and future medicals extinguished.																																													
5.	<b>Schedule (beginning date)</b>	Upon approval of Mississippi Workers Compensation Commission																																													
6.	<b>Location:</b> § <b>WARD</b>  § <b>CITYWIDE (yes or no) (area)</b>  § <b>Project limits if applicable</b>	No specific area - general government																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> § <b>City Department</b>  § <b>Consultant</b>	Office City Attorney																																													
8.	<b>COST</b>	\$10,000.00																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> § <b>General Fund</b> § <b>Grant</b> § <b>Bond</b> § <b>Other</b>	General fund allocation for workers compensation benefits and medicals																																													
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><u>X</u></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><u>X</u></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><u>X</u></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><u>X</u></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><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>																																							



# MEMORANDUM



Office of the City Attorney  
(601) 960-1799

Privileged Communication

TO: Mayor Chokwe Lumumba

FROM: Timothy Howard

DATE: February 26, 2020

**RE: Settlement of Employee's Claim for Benefits and Medical  
Pursuant to Mississippi Workers Compensation Act**

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The Order which accompanies this memo requests that the governing authorities approve the compromise and settlement of a municipal employee's claim for permanent partial disability benefits and medicals which is pending before the Commission in MWCC # 1609901-P-2968-E 24. The Office of the City Attorney recommends that the claim be settled for the sum of \$10,000.00.

The City's exposure for permanent partial benefits and future medical treatment will be extinguished by the compromise and settlement of the claim.

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  
*Carrie Johnson*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1609901-P-2968-E 24 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *C. Johnson* DATE *2/20/2020*

**ORDER APPOINTING INTERIM CLERK OF COUNCIL FOR THE CITY OF JACKSON MISSISSIPPI.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed an individual to fill the position of Clerk of the Council; and

**WHEREAS**, the best interest of the City of Jackson would be served by appointing an individual to fill the position of Clerk of the Council on an interim basis until the Council decides on the appointment; and

**IT IS HEREBY ORDERED** that Shanekia Mosley shall be appointed to serve as Interim Clerk of the Council commencing on March 2, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid Shanekia Mosley upon commencement of her service as Interim Clerk of the Council shall be at Range 33 (\$57,788.22) excluding fringe benefits.

**IT IS HEREBY ORDERED** that Shanekia Mosley's tenure as Interim Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Shanekia Mosley as Interim Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Shanekia Mosley as Interim Clerk.

**Agenda Item:** 56

**Date:** 3-3-20

**By:** Lindsay

**ORDER APPOINTING ALICE PATTERSON AS DEPUTY COUNCIL CLERK**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed an individual to fill the position of Deputy Clerk of the Council; and

**WHEREAS**, the best interest of the City of Jackson would be served by appointing an individual to fill the position of Deputy Clerk of the Council on an *interim* basis until the Council decides on the appointment; and

**IT IS HEREBY ORDERED** that the compensation to be paid *Alice Patterson* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually excluding any applicable fringe benefits;

**IT IS HEREBY ORDERED** that Alice Patterson upon commencement of her service as Deputy Clerk of the Council shall work at a maximum of 40 hours per week.

**IT IS HEREBY ORDERED** that Alice Patterson’s tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of Alice Patterson as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that Mississippi’s law concerning at will employment shall remain unchanged by the appointment of Alice Patterson as Deputy Clerk of the Council.

**Agenda Item:** 57

**Date:** 3-3-20

**By:** Lindsay

**ORDER APPOINTING ASHLEY EVERETT AS DEPUTY COUNCIL CLERK .**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Ashley Everett* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Ashley Everett* shall be appointed to serve as Deputy Clerk of the Council commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Ashley Everett* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually, excluding any applicable fringe benefits;

**IT IS HEREBY ORDERED** that *Ashley Everett* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Ashley Everett* as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Ashley Everett* as Deputy Clerk of the Council.

**Agenda Item:** 58

**Date:** 3-3-20

**By:** Lindsay

**ORDER APPOINTING JEAN LISTON AS DEPUTY COUNCIL CLERK.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Jean Liston* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Jean Liston* shall be appointed to serve as Deputy Clerk of the Council commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Jean Liston* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually excluding any applicable fringe benefits;

**IT IS HEREBY ORDERED** that *Jean Liston's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Jean Liston* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Jean Liston* as Deputy Clerk of the Council.

**Agenda Item:** 59  
**Date:** 3-3-20  
**By:** Lindsay

**ORDER APPOINTING KAREN NELSON AS DEPUTY COUNCIL CLERK.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Karen Nelson* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Karen Nelson* shall be appointed to serve as Deputy Clerk of the Council commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Karen Nelson* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually, excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Karen Nelson's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Karen Nelson* as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Karen Nelson* as Deputy Clerk of the Council.

**Agenda Item:** 60  
**Date:** 3-3-20  
**By:** Lindsay

**ORDER APPOINTING CYNTHIA HOLLIDAY AS DEPUTY COUNCIL CLERK.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Cynthia Holliday* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that *Cynthia Holliday* shall be appointed to serve as Deputy Clerk of the Council commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Cynthia Holliday* upon commencement of her service as Deputy Clerk of the Council shall be \$31,676.24 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Cynthia Holliday's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Cynthia Holliday* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Cynthia Holliday* as Deputy Clerk of the Council.

**Agenda Item:** 61

**Date:** 3-3-20

**By:** Lindsay



**ORDER APPOINTING MAE JONES AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Mae Jones* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Mae Jones* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Mae Jones* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Mae Jones*'s tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Mae Jones* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Mae Jones* as Deputy Clerk of the Council.

**Agenda Item:** 62

**Date:** 3-3-20

**By:** Lindsay

**ORDER APPOINTING KIA SULLIVAN AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Kia Sullivan* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Kia Sullivan* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Kia Sullivan's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Kia Sullivan* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Kia Sullivan* as Deputy Clerk of the Council.

Agenda Item: 63

Date: 3-3-20

By: Lindsay

**ORDER APPOINTING PHEDRA JENKINS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Phedra Jenkins* is a suitable person to serve as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Phedra Jenkins* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually exclusive of any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Phedra Jenkins* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Phedra Jenkins* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Phedra Jenkins* as Deputy Clerk of the Council.

Agenda Item: 64

Date: 3-3-20

By: Lindsay

**ORDER APPOINTING MAC ARTHUR EPPS AS DEPUTY COUNCIL CLERK INTERN.**

**WHEREAS**, the fiscal year 2019-2020 budget adopted by the Jackson City Council allocated monies for paid internships within the Office of the City Clerk; and

**WHEREAS**, subsequent to the adoption of the 2019-2020 budget, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which created the Department of Municipal Clerk and created the positions of Deputy Clerk of the Council, Chief Deputy Clerk of the Council, and Deputy Clerk of the Council; and

**WHEREAS**, an effect of the ordinance passed on December 20, 2019 was the separation and distinguishing of the duties performed by the City Clerk, and the duties of the Council Clerk; and

**WHEREAS**, *Mac Arthur Epps* had previously been serving the City of Jackson as a paid intern based on the monies allocated in the 2019-2020 budget adopted by the Jackson City Council; and

**WHEREAS**, the governing authorities for the City of Jackson believe that *Mac Arthur Epps* has provided valuable service during the training experience as an intern; and

**WHEREAS**, the governing authorities for the City of Jackson is amenable to allowing *Mac Arthur Epps* training experience to continue uninterrupted.

**IT IS HEREBY ORDERED** that *Mac Arthur Epps* shall be appointed to serve as Deputy Clerk of the Council Intern commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Mac Arthur Epps* upon commencement of service as Deputy Clerk of the Council Intern shall be at the rate of \$9.89 per hour for a maximum of 20 hours per week excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Mac Arthur Epps's* tenure as Deputy Clerk of the Council Intern shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Mac Arthur Epps* as Deputy Clerk of the Council Intern.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Mac Arthur Epps* as Deputy Clerk of the Council Intern.

Agenda Item: 65

Date: 3-3-20

By: Lindsay

**ORDER APPOINTING KUTENIA TATE GOOD AS DEPUTY COUNCIL CLERK INTERN.**

**WHEREAS**, the fiscal year 2019-2020 budget adopted by the Jackson City Council allocated monies for paid internships within the Office of the City Clerk; and

**WHEREAS**, subsequent to the adoption of the 2019-2020 budget, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which created the Department of Municipal Clerk and created the positions of Deputy Clerk of the Council, Chief Deputy Clerk of the Council, and Deputy Clerk of the Council; and

**WHEREAS**, an effect of the ordinance passed on December 20, 2019 was the separation and distinguishing of the duties performed by the City Clerk, and the duties of the Council Clerk; and

**WHEREAS**, *Kutenia Tate Good* had previously been serving the City of Jackson as a paid intern based on the monies allocated in the 2019-2020 budget adopted by the Jackson City Council; and

**WHEREAS**, the governing authorities for the City of Jackson believe that *Kutenia Tate Good* has provided valuable service during the training experience as an intern; and

**WHEREAS**, the governing authorities for the City of Jackson is amenable to allowing *Kutenia Tate Good* training experience to continue uninterrupted;

**IT IS HEREBY ORDERED** that *Kutenia Tate Good* shall be appointed to serve as Deputy Clerk of the Council Intern commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Kutenia Tate Good* upon commencement of service as Deputy Clerk of the Council Intern shall be at the rate of \$9.89 per hour for a maximum of 20 hours per week excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Kutenia Tate Good* tenure as Deputy Clerk of the Council Intern shall continue and be at the will and pleasure of the Jackson City Council;

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Kutenia Tate Good* as Deputy Clerk of the Council Intern;

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Kutenia Tate Good* as Deputy Clerk of the Council Intern.

**Agenda Item:** \_\_\_\_\_  
**Date:** 3-3-20  
**By:** Lindsay

66

**ORDER APPOINTING ROBERT HOPKINS AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Robert Hopkins* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Robert Hopkins* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Robert Hopkins* upon commencement of his service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Robert Hopkins* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Robert Hopkins* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Robert Hopkins* as Deputy Clerk of the Council.

**Agenda Item:** 67

**Date:** 3-3-20

**By:** Lindsay

**ORDER APPOINTING SHANTAYE LEFLORE AS DEPUTY COUNCIL CLERK INTERN.**

**WHEREAS**, the fiscal year 2019-2020 budget adopted by the Jackson City Council allocated monies for paid internships within the Office of the City Clerk; and

**WHEREAS**, subsequent to the adoption of the 2019-2020 budget, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which created the Department of Municipal Clerk and created the positions of Deputy Clerk of the Council, Chief Deputy Clerk of the Council, and Deputy Clerk of the Council; and

**WHEREAS**, an effect of the ordinance passed on December 20, 2019 was the separation and distinguishing of the duties performed by the City Clerk, and the duties of the Council Clerk; and

**WHEREAS**, *Shantaye LeFlore* had previously been serving the City of Jackson as a paid intern based on the monies allocated in the 2019-2020 budget adopted by the Jackson City Council; and

**WHEREAS**, the governing authorities for the City of Jackson believe that *Shantaye LeFlore* has provided valuable service during the training experience as an intern; and

**WHEREAS**, the governing authorities for the City of Jackson is amenable to allowing *Shantaye LeFlore* training experience to continue uninterrupted;

**IT IS HEREBY ORDERED** that *Shantaye LeFlore* shall be appointed to serve as Deputy Clerk of the Council Intern commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Shantaye LeFlore* upon commencement of service as Deputy Clerk of the Council Intern shall be at the rate of \$9.89 per hour for a maximum of 20 hours per week excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Shantaye LeFlore* tenure as Deputy Clerk of the Council Intern shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Shantaye LeFlore* as Deputy Clerk of the Council Intern.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Shantaye LeFlore* as Deputy Clerk of the Council Intern.

Agenda Item: 68

Date: 3-3-20

By: Lindsay

**ORDER APPOINTING TERRIANNAH ANDERSON AS DEPUTY COUNCIL CLERK ON A PART-TIME BASIS.**

**WHEREAS**, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

**WHEREAS**, the position of Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

**WHEREAS**, the Jackson City Council has not appointed any individuals to fill the position Deputy Clerk of the Council; and

**WHEREAS**, after evaluating her qualifications and experience, the governing authorities for the City of Jackson have determined that *Terriannah Anderson* is a suitable person to serve as Deputy Clerk of the Council;

**IT IS HEREBY ORDERED** that *Terriannah Anderson* shall be appointed to serve as Deputy Clerk of the Council with part-time service commencing on February 18, 2020.

**IT IS HEREBY ORDERED** that the compensation to be paid *Terriannah Anderson* upon commencement of her service as Deputy Clerk of the Council shall be \$15.23 per hour at a maximum of 20 hours per week or \$15,838.16 annually excluding any applicable fringe benefits.

**IT IS HEREBY ORDERED** that *Terriannah Anderson's* tenure as Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

**IT IS HEREBY ORDERED** that no contract shall be construed as resulting from the appointment of *Terriannah Anderson* as Deputy Clerk of the Council.

**IT IS HEREBY ORDERED** that Mississippi's law concerning at will employment shall remain unchanged by the appointment of *Terriannah Anderson* as Deputy Clerk of the Council.

**Agenda Item:** 69  
**Date:** 3-3-20  
**By:** Lindsay



**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THAT FIFTY THOUSAND DOLLARS (\$50,000.00) BE IMMEDIATELY BUDGETED FOR THE BUILDING OF A REPLACEMENT MONUMENT AT THE "FREEDOM CORNER" INTERSECTION OF MEDGAR EVERS BOULEVARD AND REV. DR. MARTIN LUTHER KING, JR. DRIVE.**

**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 erected a monument on City property at the "Freedom Corner" intersection of Medgar Evers Boulevard and Rev. Dr. Martin Luther King, Jr. Drive to honor the late civil rights icons and as a marker for future generations to be culturally and historically reminded of the accomplishments of these two great men- - including the sacrifice of both men in giving their lives to the cause of freedom and justice for all; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that this monument be replaced as it was recently destroyed so that the historic importance of two important streets named for two giants of the civil rights movement in the City of Jackson which is truly "unique in the world.

**THEREFORE, IT IS HEREBY ORDERED** by the City Council of Jackson, Mississippi that no less than Fifty Thousand Dollars (\$50,000.00) be immediately budgeted for the building of a replacement monument at the "Freedom Corner" intersection of Medgar Evers Boulevard and Rev. Dr. Martin Luther King, Jr. Drive.

**IT IS FURTHER ORDERED** that the City, forthwith, comply with any purchasing and construction laws that are applicable to the afore-mentioned project, and that any and all contracts associated with the project be promptly submitted to the City Council for its approval.

Agenda Item # 70  
Agenda Date: March 4, 2020  
BY: STOKES

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI  
SUPPORTING A NEW MISSISSIPPI STATE FLAG

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

WHEREAS, the current state flag has a history replete in racism, murder, hate and associated with illegal acts and atrocities; and

WHEREAS, it is in the best interest of the citizens of the entire state that a new state flag be adopted to represent the twenty-first century and the hopeful future of Mississippi.

THEREFORE, IT IS HEREBY RESOLVED, the City Council of Jackson, Mississippi hereby supports a new Mississippi state flag.

SO RESOLVED, this the \_\_\_\_ day of February, 2020.

Agenda Item # 71  
Agenda Date: February 18, 2020  
BY: STOKES

**ORDER RATIFYING THE ACCEPTANCE OF SIXTY (60) BODY WORN CAMERAS FROM VENTURE TECHNOLOGIES, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND SEVENTY FIVE DOLLARS (\$172,775.00)**

OFFICE OF THE CITY ATTORNEY  
2-25-20

**WHEREAS**, the Jackson Police Department ordered sixty (60) body worn cameras from Venture Technologies on September 13, 2019; and

**WHEREAS**, subsequently said sixty (60) body worn cameras were received and accepted by JPD from Venture Technologies; and

**WHEREAS**, an invoice for the subject body worn cameras was submitted to JPD in the amount of One Hundred Seventy-Two Thousand, Seven Hundred and Seventy Five Dollars (\$172,775.00); and

**WHEREAS**, since the goods have been received by JPD and issued, it is in the best interest of the City of Jackson, Mississippi, to ratify the acceptance of the sixty (60) body worn cameras, and to authorize the payment of Purchase Order PL 01678 from Venture Technologies in the amount One Hundred Seventy-Two Thousand, Seven Hundred and Seventy Five Dollars (\$172,775.00).

**IT IS THEREFORE ORDERED** that the receipt and acceptance by JPD of the sixty (60) body worn cameras from Venture Technologies is hereby ratified.

**IT IS FURTHER ORDERED** that the payment of Purchase Order PL 01678 from Venture Technologies in the amount One Hundred Seventy-Two Thousand, Seven Hundred and Seventy Five Dollars (\$172,775.00) is hereby authorized.

(DAVIS, LUMUMBA)

Item: #72  
Date: 3-3-20

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

**February 26, 2020**  
DATE

<b>POINTS</b>		<b>COMMENTS</b>								
1.	<b>Brief Description/Purpose</b>	<b>ORDER RATIFYING THE ACCEPTANCE OF SIXTY (BODY) WORN CAMERAS FROM VENTURE TECHNOLOGIES, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND SEVENTY-FIVE DOLLARS (\$172,775.00)</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	CRIME PREVENTION								
3.	<b>Who will be affected</b>	City of Jackson								
4.	<b>Benefits</b>	To improve the safety and well-being of the citizens of Jackson.								
5.	<b>Schedule (beginning date)</b>	AS PER GRANT GUIDELINES								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS  CITY WIDE								
7.	<b>Action implemented by:</b> ▪ City Department  ▪ Consultant	JACKSON POLICE DEPARTMENT								
8.	<b>COST</b>	\$172,775								
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant ▪ Bond ▪ Other x	BUDGETED FUNDS FOR FY 2019-2020								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

# MEMORANDUM

**To:** Chokwe A. Lumumba, Mayor

**From:** James E. Davis, Chief of Police



**Date:** February 26, 2020

**Subject:** **Order Ratifying the Acceptance of Sixty (60) Body Worn Cameras from Venture Technologies, and Authorizing the Payment of One Hundred Seventy-Two Thousand, Seven Hundred and Seventy-Five Dollars (\$172,775.00)**

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The City of Jackson Police Department is requesting that the Mayor authorize an Order Ratifying the Acceptance of Sixty (60) Body Worn Cameras from Venture Technologies, and Authorizing the Payment of One Hundred Seventy-Two Thousand, Seven Hundred and Seventy-Five Dollars (\$172,775.00).

If you have any questions, or need additional information, please feel free to contact me.

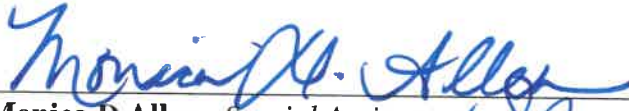
Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING THE ACCEPTANCE OF SIXTY (60) BODY WORN CAMERAS FROM VENTURE TECHNOLOGIES, AND AUTHORIZING THE PAYMENT OF ONE HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND SEVENTY FIVE DOLLARS (\$172,775.00)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
Monica D Allen, *Special Assistant*

Wendy White, *Deputy City Attorney* 

  
\_\_\_\_\_  
Date

OFFICE OF THE CITY ATTORNEY  
2-26-20



**CITY OF JACKSON**  
 P. O. Box 17  
 Jackson, Mississippi 39205-0017

**MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205**

Vendor: 39833  
 VENTURE TECHNOLOGIES  
 860 CENTRE STREET  
 RIDGELAND MS 39157-0000

Ship To:  
 Jackson Police Dept / Supply  
 327 East Pascagoula Street  
 Jackson, MS 39201

Purchase Order: PL 01678  
 Requisition No: RL 01875  
 Ordered By: RRUDD  
 Page: 1 of 3

**Payment Terms:**

Date Required:

F. O. B.:  
 DESTINATION

Date of Order:  
 09/13/19

Line	Quantity	Unit	Description	Unit Price	Extension
1	60	EA	~~~~~ NOTICE TO VENDOR INVOICE INSTRUCTION~~~~~ FAILURE TO SUBMIT INVOICE TO THE ADDRESS AS INDICATED AT TOP OF PURCHASE ORDER - COULD RESULT IN YOU NOT BEING PAID OR SEVERE DELAY IN PAYMENT! ~~~~~ PLEASE READ INSTRUCTIONS ABOVE ~~~~~ QUOTE # 102979 NCPA CONTRACT #01-65 TERM: AUG. 31, 2020 USER DEPARTMENT TO PROCESS THIS ORDER WITH VENDOR	269.00	16140.00
2	100	EA	(QUOTE/NCPA CONTRACT) BODY WORN CAMERAS GETAC VIDEO SOLUTIONS INC.: BODY WORN CAMERA (BC02), 64GB+, FHD/HD/WVGA+WIFI + GPS+BLE, 1 YEAR HARDWARE WARRANTY (COMPATIBLE WITH WITH MAGNETIC CHARGE CABLE ORB39X) ITEM #: OVWX2MXXXXX1 GETAC VIDEO SOLUTIONS INC.: BODY WORN CAMERA DUAL SIDE MAGNETIC MOUNT	54.00	5400.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By:

See Signature On Page 3

Authorization Date:



**CITY OF JACKSON**

P. O. Box 17  
 Jackson, Mississippi 39205-0017

**MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205**

Vendor: 39833 VENTURE TECHNOLOGIES 860 CENTRE STREET RIDGELAND MS 39157-0000	Ship To: Jackson Police Dept / Supply 327 East Pascagoula Street Jackson, MS 39201	Purchase Order: PL 01678 Requisition No: RL 01875 Ordered By: RRUDD
Payment Terms:	Date Required:	Date of Order: 09/13/19
	F. O. B.: DESTINATION	Page: 2 of 3

Line	Quantity	Unit	Description	Unit Price	Extension
3	15	EA	ITEM #: ORB41X GETAC VIDEO SOLUTIONS INC.: BODY WORN CAMERA (BC-02) - 8 PORT MULTIDOCK WITH DATAMOVER (MD-02D), INCLUDES 90W AC ADAPTER (US) ITEM #: OD2DAU	1099.00	16485.00
4	60	EA	GETAC VIDEO SOLUTIONS INC.: BODY WORN CAMERA (BC-02) - BC-02 EXTENDED WARRANTY - YEARS 2, 3 & 4 ITEM #: GE-SVBWEXT3Y	165.00	9900.00
5	13	EA	GETAC VIDEO SOLUTIONS INC.: BODY WORN CAMERA (BC-02) - MD-02D DOCK W/90W - EXTENDED WARRANTY - YEARS 2, 3 & 4 ITEM #: GE-SVMDEXT3Y	158.00	2054.00
6	2880	EA	GETAC VIDEO SOLUTIONS INC.: GETAC CLOUD	40.00	115200.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By: See Signature On Page 3  
 Authorization Date:





**CITY OF JACKSON**

P. O. Box 17  
 Jackson, Mississippi 39205-0017

MAIL INVOICE TO: FINANCE DIVISION / ACCOUNTS PAYABLE - P O BOX 17 JACKSON, MS. 39205

Vendor: 39833  
 VENTURE TECHNOLOGIES  
 860 CENTRE STREET  
 RIDGELAND MS 39157-0000

Ship To:  
 Jackson Police Dept / Supply  
 327 East Pascagoula Street  
 Jackson, MS 39201

Purchase Order: PL 01678  
 Requisition No: RL 01875  
 Ordered By: RRDD  
 Page: 3 of 3

**Payment Terms:**

Date Required:

F. O. B.:  
 DESTINATION

Date of Order:  
 09/13/19

Line	Quantity	Unit	Description	Unit Price	Extension
7	2	EA	MONTHLY PLAN 4 (UNLIMITED) ITEM #: OUA04X	1899.00	3798.00
8	2	EA	GETAC VIDEO SOLUTIONS INC.: ON-SITE CONSULTING ITEM #: OZX01X GETAC VIDEO SOLUTIONS INC.: ON-SITE TRAINING - PER DAY ITEM #: OZX07X	1899.00	3798.00
				1 442406855	172775.00
				Subtotal	172775.00
				Sales Tax	172775.00
				Total	172775.00

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Note: upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Authorized By:

*Debra R. Fields, Mayor*

Authorization Date: